

THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
TUESDAY December 27, 2005

*****7:30pm*****

*****LOCATION CHANGE*****
NATIONAL CITY BANK BASEMENT
8123 MAIN STREET

A. CALL TO ORDER AND PLEDGE OF *ALLEGIANCE*

B. ROLL CALL: President Seta J. Carson P. Cousins S. Keough
 J. Semifero T. Walters D. Fisher

C. APPROVAL OF THE MINUTES

- 1 Regular Council Meeting Minutes- December 12, 2005 Page#1-6
- 2 Work Session Minutes – December 12, 2005 Page#7-26

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements (10-minute limit per participant)

1. Barbara Gergely- Sandwich Board Moratorium

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

This meeting is open to all members of the public under Michigan Open Meetings Act

www.villageofdexter.org

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

None

H. COMMUNICATIONS :

1. DEQ Floodplain Service- December 7, 2005
2. Meeting Schedule and Report Schedule– 2006
3. Invitation to Community Visioning Session- Baker Road from Main to Dan Hoey

Page#27-32

I. REPORTS:

1. Community Development Manager-Allison Bishop
JR Homes Receivership update
ZBA Notice of Decision

Page#33-54

Page#55-56

2. Board and Commission Reports

3. Subcommittee Reports
Facility Committee Update

4. Village Manager Report

Page#57

5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$145,137.07**

Page#59-64

"This meeting is open to all members of the public under Michigan Open Meetings Act"

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K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Request for annexation from Jim Haeussler of Peters Building Company – Update

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: A Proposal from Jim Hegarty of Prien and Newhof to complete the testing protocol for the Mill Creek Dam as requested by the MDEQ Multi-Media Coordinator at a cost not to exceed \$7,800

Page#65-70

2. Consideration of: An Employment Agreement between the Village of Dexter and Donna Dettling, Village Manager

Page#71-76

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

O. ADJOURNMENT:

This meeting is open to all members of the public under Michigan Open Meetings Act

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 12, 2005

AGENDA

12-27-05

ITEM

C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Area Senior Center located at 7720 Dexter-Ann Arbor Street in Dexter, Michigan

B. ROLL CALL:

J. Carson	P. Cousins	S. Keough
J. Semifero	I. Walters	D. Fisher
J. Seta		

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of November 28, 2005 as amended ; Semifero's motion regarding DAFD budget to Board and Commission Reports, Martinrea Corp moving comment to Village Manager's Report, and under New Business, L. 3. change wording to resolution instead of Ordinance in both the topic line and the motion by Cousins.

Motion Keough, support Cousins to approve the minutes of Regular Council meeting of November 14, 2005 as amended.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta.

Nays: none

Motion carries

Work Session Minutes- November 28, 2005.

Motion Walters, support Keough, to approve the minutes of the Work Session Minutes as amended to indicate that the session ended at 7:25.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

Jim Hegarty-update on Dam Removal Study

Costs for dam removal may be between \$300,000 and \$1,500,000 depending upon sediment management.

E. APPROVAL OF THE AGENDA

Motion Semifero, support Carson to approve the agenda as presented.

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta.

Nays: none
Motion carries

F. PUBLIC HEARINGS

Amendment to Nuisance Ordinance-Open Basements

Public hearing open at 8:00
Public hearing closed at 8:02

Note that item (4) Sec. 18-31. Definition of a public nuisance was not included in the posting in the Dexter Leader on December 1, 2005.

Action: Consideration of: An amendment to the Village's General Code of Ordinances, Chapter 18 Environment, Article 2 Public Nuisances- Section 18-31(3). Definition of Public Nuisance to include-Abandoned excavations and/or open basements.

Motion Semifero, support Fisher to adopt the code ordinance amendment to Chapter 18 Environment, Article 2 Public Nuisances, Section 18-31(3), as indicated in Item F 1., Agenda 12-12-05.

Ayes: Walters,Carson,Cousins,Keough,Fisher,Semifero,Seta.
Nays: None
Motion carries

G. NON-ARRANGED PARTICIPATION:

Noreen Walcott of 3411 Hudson, regarding the Village contribution to Gordon Hall, indicates that she would have voted "no" if the topic came to a public vote. But, supports the Village getting an acceptable agreement with the Dexter Historical Society.

Paul Bishop, of the Dexter Historical Society indicates his approval of the agreement now presented on behalf of the Historical Society

H. COMMUNICATIONS:

1. Hobbs & Black Architects- Holiday Open house

I. REPORTS

1. Community Development Manager-Allison Bishop
2. Board and Commission Reports
3. Subcommittee Reports

4. Village Manager Report
 - a. Donna Dettling submits her report as per packet.
Would like to schedule a Saturday work session in January 2006 regarding bond issues

5. President's Report
 - a. DDA meeting 12-08-05, handout distributed

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$224,875.42

Motion Fisher, support Keough to approve the consent agenda as presented.

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta ..

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: An Agreement between the Village of Dexter and the Dexter Area Historical Society for the Gordon Hall Property.

Motion Carson, support Fisher to approve the agreement between the Village of Dexter and the Dexter Area Historical Society for the Gordon Hall Property the agreement is identified as Item K.1. in the 12-12-05 Agenda along with other associated documents.

Ayes: cousins, Fisher, Keough, Walters, Carson

Nays: Semifero, Seta.

Motion carries

2. Discussion of: Request for annexation from Jim Haeussler of Peters Building Company-Update.

Mr Keough has prepared a spreadsheet identifying the various scenarios of the annexation request

Mr. Semifero will prepare a motion for consideration at the first council meeting in January 06, in order to get the process moving forward regarding the annexation request.

3. Consideration of: Recommendation to establish a relationship with ACI Finance Inc., Tom Traciak, as the Village Financial Analyst to assist with several immediate and long-term objectives. Services provided by the FA will occur on a case-by-case basis upon approval by Council

Motion Keough, support Semifero to approve the recommendation to establish a relationship with ACI Finance, Tom Traciak as the Village FA.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries.

3. Consideration of: Recommendation to accept the proposal from ACI Finance, Inc., to perform a rate study at a cost not to exceed \$12,500

Motion Carson, support Fisher to accept the proposal from ACI Finance, Inc. to perform rate study at a cost not to exceed \$12,500 (study to include tap fees, and should include a date definite for completion)

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta

Nays: None

Motion carries

4. Consideration of: RESOLUTION AMENDING THE FISCAL YEAR BUDGET 2005-2006: \$100,000 INCREASE APPROPRIATION FOR REVENUE FUND TAXES- PERSONAL PROPERTY AND A \$100,000 EXPENDITURE FOR DEXTER HISTORICAL SOCIETY ACQUISITION OF GORDON HALL.

Motion Carson, support Keough to approve the resolution amending the fiscal year budget 2005-2006: \$100,000 increase appropriation for revenue fund taxes-personal property and a \$100,000 expenditure for Dexter Historical Society acquisition of Gordon Hall.

Motion Carson, support Keough to approve the resolution amending the fiscal year budget 2005-2006: \$100,000 increase appropriation for revenue fund taxes-personal and a \$100,000 expenditure for Dexter Historical Society acquisition of Gordon Hall.

Ayes: Walters, Carson, Cousins, Keough, Fisher.

Nays: Semifero, Seta.

Motion carries.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Discussion of: WASHTENAW COUNTY POLICE SERVICES CONTRACT

Motion Semifero, support Walters to sign the 4-year contract with the Washtenaw County Police Services previously presented to the Village of Dexter

Ayes: Carson, Cousins, Fisher, Keough, Semifero, Walters, Seta.

Nays: None

Motion carries

2. Consideration of: An Employment agreement between the Village and the Treasurer/Finance Officer

Motion Semifero, support Carson to approve the employment agreement between the Village and the Treasurer/Finance Officer presented as Item L. 2 Agenda 12-12-05.

Ayes: Cousins, Fisher, Keough, Semifero, Walters, Carson, Seta.

Nays: none

Motion carries

3. Consideration of: Recommendation from Planning commission to accept the Capital Improvements Plan and consider the RESOLUTION OF ADOPTION OF THE 2006-2011 CAPITAL IMPROVEMENTS PROGRAM.

Motion Cousins, support Semifero to accept the recommendation from Planning Commission regarding the CAPITAL IMPROVEMENTS PLAN and the resolution of the adoption of the 2006-2011 CAPITAL IMPROVEMENTS PROGRAM.

Ayes: Keough, Semifero, Walters, Carson, Fisher, Cousins, Seta.

Nays: None

Motion carries

M. COUNCIL COMMENTS

Walters	No
Semifero	J. R. Homes receivership, how interacting with Village?
Carson	Sorry for being late
Boyle	No
Keough	Happy holiday
Cousins	Sign Ordinance- no follow-up
Fisher	Team update regarding VM performance was good

NON-ARRANGED PARTICIPATION

NONE

CLOSED SESSION

To discuss Village Manager performance review

Motion Fisher, support Carson to go into closed session for the purpose of discussing the Village Manager's review at 9:35. Per: MCL 15.268a of the open meetings act.

Ayes: Semifero, Walters, Fisher, Carson, Cousins, Keough, Seta.

Nays: None

Motion carries

Motion Cousins, support Keough to end the closed session at 9:59.

Ayes: Walters, Carson, Cousins, Keough, Fisher, Semofero, Seta

Nays: None

Motion carries

N. ADJOURNMENT

Motion Cousins, support Fisher to adjourn at 10:00

Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

DEXTER VILLAGE COUNCIL
WORK SESSION
MONDAY, DECEMBER 12, 1005

1005001
DEC 13 2005
C-2
12-27-05

Attendance:

Council - Carson, Keough, Seta, Cousins, Semifero, Fisher

Staff- Hanifan, Dettling, Lobdell, Bishop

Ohm- Jessica Wood, Murat Ulasir, Rhett Gronevelt

WATER & SEWER STUDY WORK SESSION

Copy of Agenda distributed at the meeting is attached, as well as several documents provided during the overview of both the Sewer Study and the Water Reliability Study

Sanitary Sewer Related Documents

- Sanitary Sewer Infrastructure Analysis- Draft Work Plan
- Capacity Options Matrix
- REU Map
- OHM Letter to DEQ re: Sewer Capacity
- DEQ letter to OHM re: Sewer Capacity
- SSES Report

Next Steps: OHM and staff will develop a range of project options to address future needs of the system
At the next work session, Council will review these options.

Water Reliability Related Documents

- Capital Improvements – 4 Options
- Water Main Replacement Cost Estimates
- Layout Existing Water Treatment Plant

Next Steps: As there was only time for a brief overview of the Water Study, another work session will be scheduled for January. An in-depth review of the water study and improvement options will be examined as well as feedback from the MDEQ on the Village's water capacity.

Respectfully Submitted:

Donna Dettling, Village Manager

Approved for Filing:



Meeting Agenda

Dexter Village Council Work Session

December 12, 2005

Dexter Senior Center

Donna Dettling,

Village Manager

6:00 pm

1. Desired Outcome: To achieve a better understanding of the Village's Current Utility Systems and to initiate discussion of the Future Utility Systems

Where do we want to go, and by when?

Jessica Wood

OHM

6:10 pm

2. Sanitary Sewer Capacity Analysis
 - A) Follow up from September 26, 2005 Presentation
 - B) DEQ Response
 - C) Timeline
 - D) I & I
 - a) SSES Study 2000, what's been done?
 - b) Options & Next Steps
 - E) Questions?

6:40 pm

3. Water Reliability Study
 - A) Village's Current Status
 - B) Timeline
 - C) Options & Next Steps
 - D) Questions?

7:10 pm

- ~~A~~ 4. Action Items:

Village of Dexter
Sanitary Sewer Infrastructure Analysis
Draft Work Plan

Purpose:

This work plan is intended to provide the Village with a guide for eliminating potential inflow and infiltration induced capacity limitations in the existing sanitary sewer infrastructure (including the sewer pipes and the wastewater treatment plant).

Suggested Work Plan:

I. Pre-Study For Determining Temporary Meter Locations

The purpose of this effort is to identify critical metering locations in the sanitary sewer system for the purposes of both quantifying the amount of inflow and infiltration (I/I) and determining the areas most influenced by I/I.

II. Sanitary Sewer Evaluation Survey (SSES) Summary

This task aims at comparing the recommendations from the SSES study (prepared by OHM in March 2000) to the sanitary improvements that have already been implemented by the Village since 2000. Part of this task also aims at qualitatively addressing the age and condition of major sanitary sewer pipes by working with Village staff. This analysis would also be used in refining the location of temporary meters identified in Task I above, particularly for measuring I/I from areas suspected for excessive I/I due to age and condition.

III. Temporary Flow Metering

The purpose of this task is to perform temporary flow metering in an effort to quantify I/I and determine locations with the highest I/I in the Village sanitary sewer system. Assuming that the Village will rent flow meters and flow meter installation, maintenance, and data analysis* will be conducted by non – Village staff, the cost will approximately be \$2,200 per meter per month. Also, it is assumed that a six (6) month metering period be performed with approximately 10 meters, the estimated effort for this task is approximately \$132,000. It is important to note that if the Village intends to continue metering (in an effort to continuously track sources of I/I), it would be in the best interest of the Village to purchase the meters instead of renting them.

*Data analysis in this task includes determination of capture coefficients, dry weather and peak hour flow rates and the quality control and assurance of the data.

IV. I/I Data Projection to 10 and 25 Year Storm Events

In this task, the observed I/I values would be projected out to 10-year and 25-year, 24-hour storm events and the impact such storm events would have on the sanitary sewer infrastructure capacity (compared to the major pipes identified in the Village Capacity Analysis study completed in September of 2005).

V Feasibility Analysis of Alternatives

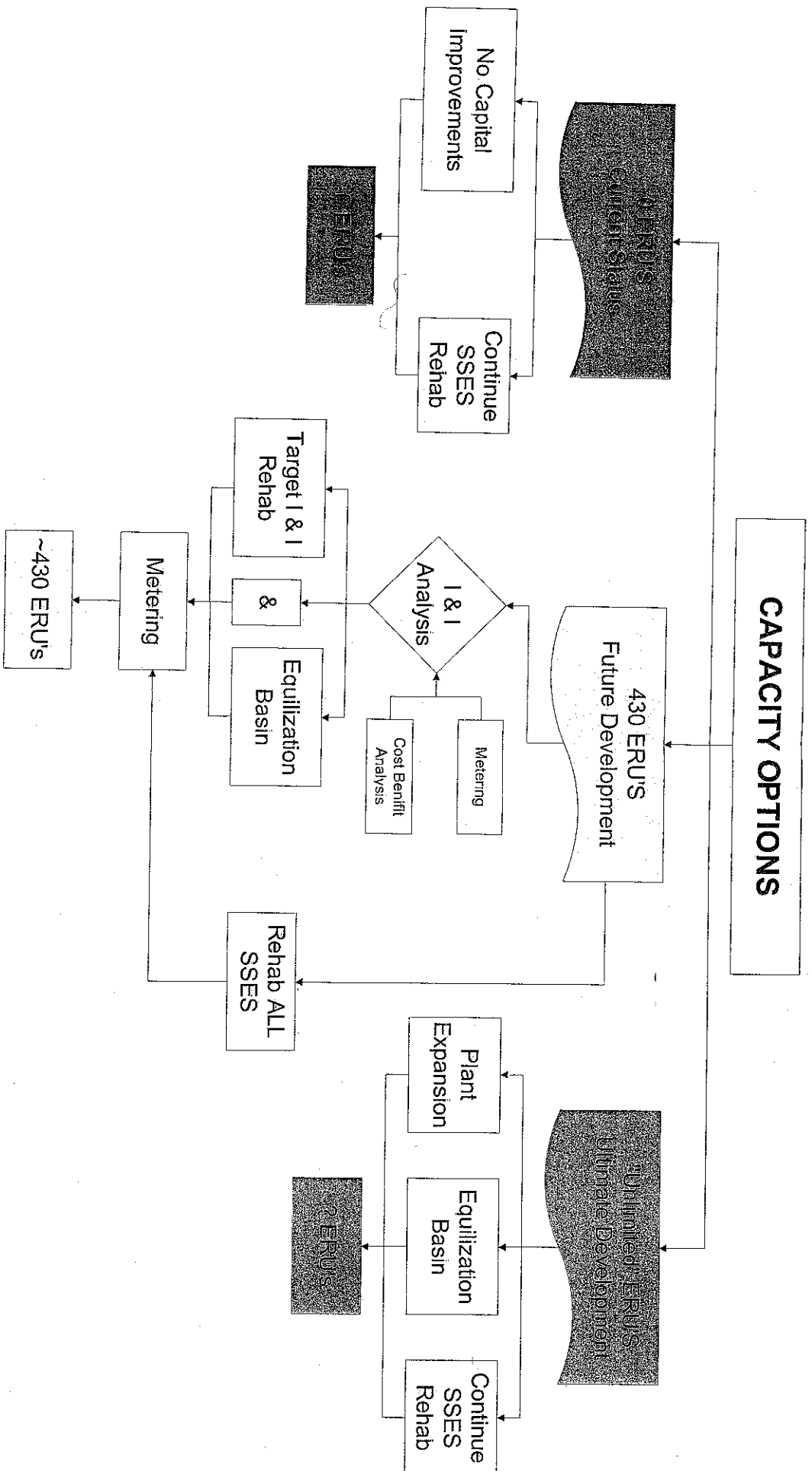
The purpose of this effort would be to provide the Village with options to consider in how to efficiently and cost-effectively increase sanitary sewer capacity in the existing Village infrastructure. Once the amount of I/I has been quantified, this will be used in sizing a potential equalization basin for wet weather flows (I/I) at the wastewater treatment plant. In this task, a comparison will also be made between the option of building an equalization basin with removing potential I/I sources either through pipe lining or manhole rehabilitation work.

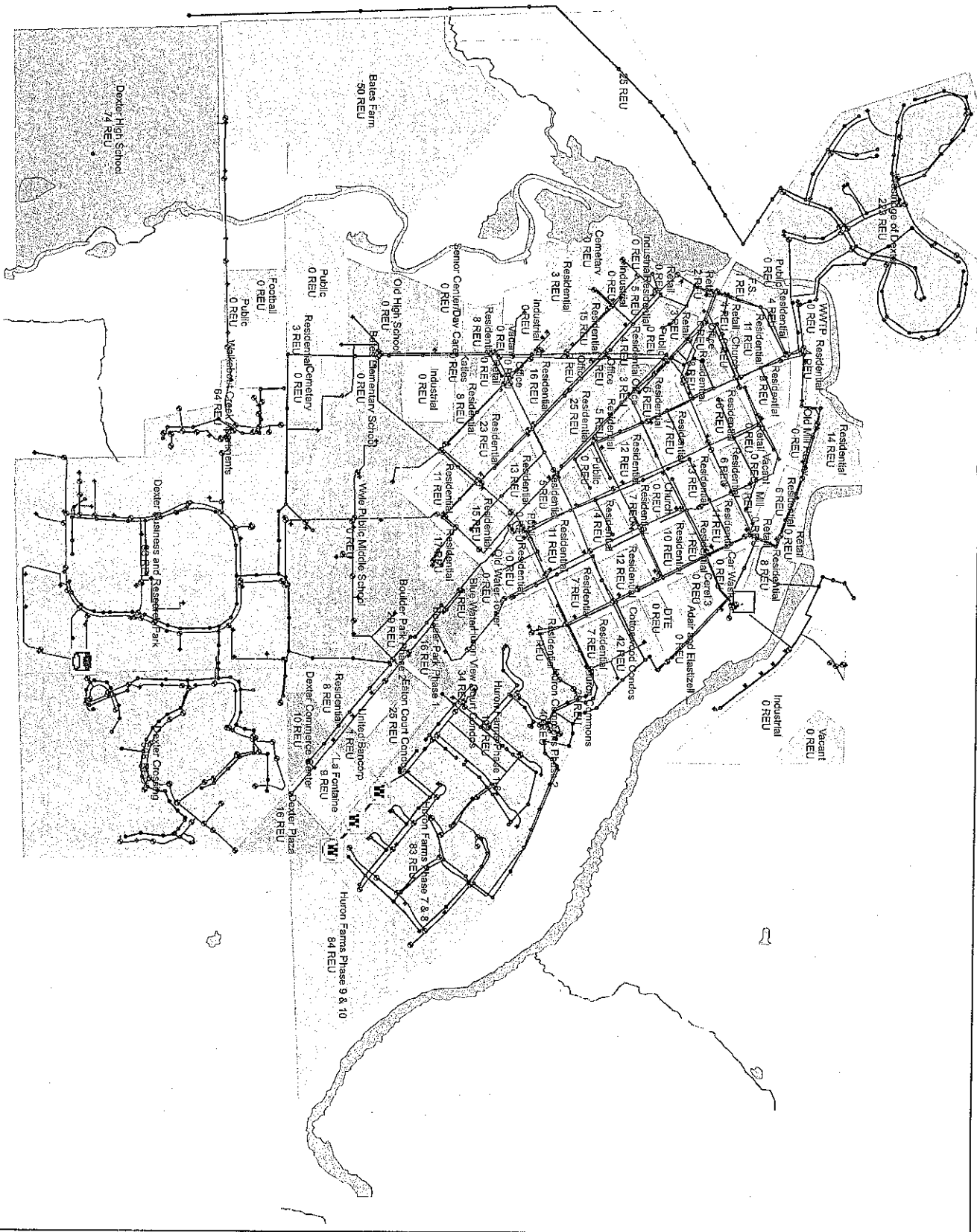
VI. Summary of Results

A summary of results and recommendations will be presented to the Village in the form of a report. As well, OHM will provide a presentation to the Board if requested by the Village.

NOTE: Please also note that this work plan intends to include meetings with the Village in order to discuss findings and recommendations. The frequency of these meetings may be determined with the Village and may depend on the task and type of findings. Additionally, OHM can assist the Village with presenting the findings to the Michigan Department of Environmental Quality (MDEQ).

Dexter Sanitary Sewer System







ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150
P: (734) 522 - 6711
F: (734) 522 - 6427
www.ohm-eng.com

December 8, 2005

Michigan Department of Environmental Quality
Water Bureau
301 E. Louis Glick Highway
Jackson, Michigan 49201-1556

Attention: Ms. Tiffany Myers
Environmental Engineer

Regarding: Village of Dexter Sanitary Sewer Capacity Analysis
Village of Dexter, Washtenaw County

Dear Ms. Myers:

After reviewing your comments on the Dexter Sanitary Sewer Capacity Analysis dated October 10, 2005 and meeting with you in your office December 6, 2005 we have summarized the following responses to the items identified in your letter.

1. Projects that have been permitted under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, but that have not yet been connected to the wastewater treatment plant have been included in the analysis. Dexter's I-track[®] tool includes all of these developments and their status at the time of this analysis. As you are aware this tool was presented at our December 6th meeting. We have also included a copy of the report from the tracking tool to document those permits and the status. We would welcome any comments the DEQ may have on the format of the reports.
2. We agree that the plant did reach its maximum hydraulic capacity of 1.3 mgd during a 10-year, 24-hour storm; as a result a 24-hour storm analysis has not been conducted. As indicated in your letter the plant needs to be able to handle a 25-year, 24-hour storm as indicated in the Village's NPDES permit. Although this study was only an analysis of the capacity, it became very apparent that Inflow and Infiltration is a large contributor to the treatment plant. It is our recommendation that a detailed I&I study be conducted to quantify the amount of I&I and its largest contributing area. This study should provide potential solutions to address the I & I. As indicated in our meeting additional REU's to the system will only be permitted by the DEQ if it is determined that a proportional amount of I&I has been removed.
3. According to December 2005 Semcog data there are 3,484 residents in the Village of Dexter, and approximately 1,463 Households. The average daily flow entering the treatment plant is 0.34 MGD. Our calculations show that the assumption of 100 gallons per person per day is very close with a theoretical population of 3,400 people. However, your conclusion that the density in the Village of Dexter is very low is correct. 3,484 residents in 1,463 households is approximately 2.38 people per house. While we have recently been using a population density of 3.5 people per household, as requested by the MDEQ, the Village may reconsider this on future permits to more accurately reflect the densities found in the Village.
4. It is our understanding from the December 6th meeting that much of the additional information

Village of Dexter, Sanitary Sewer Capacity Analysis
December 8, 2005

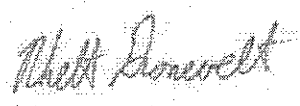
requested on the I-track[®] tool in the October 10th letter was satisfied. As discussed at the meeting, we would welcome any comments and or questions that the MDEQ may have regarding the tool, and hope that the tool will prove to be useful for both the Village and the MDEQ. We agree that real flow data for the sanitary sewer mains is a good idea, and will be part of the recommendation for the I & I analysis.

From our discussions on December 6, it seemed that the MDEQ concurs with the results presented in the tracking tool, and that at this time, the WWTP average day flows (0.34 MGD) vs. the capacity (5.8 MGD) does show that the plant has some remaining theoretical capacity. However, based on the system's reaction to several rain events, the WWTP capacity is not available for treating additional sanitary sewer flows at this time due to the I & I in the system. As stated, we are recommending that the Village conduct a more detailed analysis of the I & I, and that if they wish to add additional REUs to the system, work must first be conducted to address the I & I in the system.

Thank you for taking the time to review the analysis and meeting with us regarding the I-track tool, your input is appreciated. It is our hope that these tools will assist not only the DEQ, but also the Village in their operation and management of the waste water system. Should there be any questions regarding these matters, please contact this office at 734-522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Jessica D. Wood

Rhett Gronevelt, P.E.

Enclosure

cc: Donna Dettling, Village Manager
John Hanifan, Assistant Village Manager
Allison Bishop, Community Development Manager
Ed Lobdell, Village Superintendent of Utilities
Murat Ulasir, OHM
File



STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



JENNIFER M. GRANHOLM
GOVERNOR

STEVEN E. CHESTER
DIRECTOR

October 10, 2005

Mr. Murat Ulasir
Orchard, Hiltz and McCliment, Inc.
34000 Plymouth Road
Livonia, Michigan 48150

Dear Mr. Ulasir:

SUBJECT: Village of Dexter Sanitary Sewer Capacity Analysis
Village of Dexter, Washtenaw County

We have reviewed the capacity analysis for the Village of Dexter (Village) which was provided to this office via email on September 16, 2005. As you know from our meeting on September 8, 2005, we are not completely comfortable with the way this analysis was conducted. We have the following comments at this time:

1. The report does not address the projects which have been permitted under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), but have not yet been connected to the wastewater treatment plant. A listing of these projects and their associated residential equivalent units (REUs) was provided to us at our meeting on September 8, 2005, but those REUs were not discussed in your report. The flow from these REUs needs to be included in your analysis.
2. According to the report, the plant has reached its maximum hydraulic capacity (1.3 mgd) during a 10-year, one hour storm. However, it does not appear that an analysis of the 25-year, 24-hour storm has been conducted. The plant needs to be able to meet the effluent limits contained in the Village's National Pollutant Discharge Elimination System permit during a 25-year, 24-hour storm. It seems unlikely that the plant would be able to meet that criteria.

We consider 3.9 inches of precipitation (rainfall and snowmelt) in a 24-hour period to be equivalent to the 25-year, 24-hour storm during the growth season and normal soil moisture. You are not required to use this criteria, but if you choose to use something else, additional documentation will need to be provided.

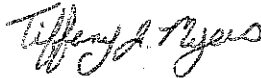
3. Since 1996, we have allowed the Village to use a design flow of 225 gpd/REU. That was based on population density projections at that time. That number is extremely low compared to what other municipalities use for design purposes. However, the average flow per REU at the wastewater treatment plant (WWTP) still appears to be lower than that. What is the average flow per REU based on current flows at the WWTP? Why is the average daily wastewater flow per REU so low for the Village's collection system?
4. You recommended that the Village try to get the Department of Environmental Quality (DEQ) "approval" of the tracking tool. In order for us to do that, additional information should be provided on the tracking tool itself. It would also be a good idea for the Village to obtain some real flow data for some of its sanitary sewer mains as opposed to using so many assumptions.

Mr. Murat Ulasir
Page 2 of 2
October 10, 2005

In general, the owner of the WWTP determines whether or not there is adequate treatment capacity available for a particular project. By signing the Part 41 application and completing the Project Basis of Design form (item G, in particular), the permittee is stating that adequate capacity does exist both in the collection system and at the WWTP. However, because both the DEQ and the Village established the existing flows at the WWTP during the plant upgrade and have closely tracked additional REUs since that time, we are somewhat reluctant to approve additional flow as that would undermine the design criteria that were used. Additional information regarding the WWTP's ability to adequately treat the flows from a 25-year, 24-hour storm is necessary before we can make a determination as to whether or not the WWTP can adequately treat any additional flows.

We appreciate you giving us the opportunity to review the report which you have prepared. We also commend the Village for taking this step to try to obtain a better understanding of their WWTP plant and collection system. If you have any questions or comments, feel free to contact me at the telephone number below or by email at myerstj@michigan.gov.

Sincerely,



Tiffany J. Myers
Environmental Engineer
Water Bureau
517-780-7480

TJM/clh

cc: Ms. Donna Dettling, Village of Dexter
Mr. Ed Lobdell, Village of Dexter
Ms. Jessica Wood, Orchard, Hiltz & McCliment, Inc.
Mr. Rhett Gronevelt, P.E., Orchard, Hiltz & McCliment, Inc.
File: Dexter WWTP, Part 41, Washtenaw County

Structure Information			Rehabilitation Cost Summary							Transport & Treatment Cost Summary				Cost Effective Analysis	Total T & T Cost	Total Repair Cost
ID	Location	Defect	Repair Method	Estimated Cost	ELAC (25%)	Construction Interest	SSES Cost	Total Repair Cost	Estimated Inflow (gpm)	Annual Inflow (1000 gal)	T & T Cost	Cost Effective Analysis	Total T & T Cost	Total Repair Cost		
101	WWTP		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
102	WWTP		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
103	WWTP inside gate	Damaged Adjustment Ring														
104	Across from 8294 Huron	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
105	8294 - 8284 Huron	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
106	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
107	8180 Huron	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$252.90	\$1,713.53	10	90	\$5,427.90	Repair		\$1,713.53		
108	8120 - 8090 Huron	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$202.32	\$3,200.45	8	72	\$4,342.32	Repair		\$3,200.45		
109	8068 Huron	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
110	8043 Huron	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
111	8020 Huron	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
112	Corner of Huron & Central	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
113	In the Woods by River	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$202.32	\$1,662.95	8	72	\$4,342.32	Repair		\$1,662.95		
114	7300 Huron River Dr.	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$632.25	\$1,983.97	25	225	\$13,569.75	Repair		\$1,983.97		
115	West of Pond on Huron River	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
116	In the Woods bet Joy & H. R.	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$505.80	\$1,857.52	20	180	\$10,855.80	Repair		\$1,857.52		
117	7300 W. Joy Rd. - across rd.	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$505.80	\$1,966.43	20	180	\$10,855.80	Repair		\$1,966.43		
118	7300 W. Joy Rd.	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$632.25	\$3,630.38	25	225	\$13,569.75	Repair		\$3,630.38		
119	7300 W. Joy Rd.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$379.35	\$1,346.69	15	135	\$8,141.85	Repair		\$1,346.69		
120	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
121	7920 Huron River Dr.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
122	7300 Huron River Dr.	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$632.25	\$3,630.38	25	225	\$13,569.75	Repair		\$3,630.38		
123	7200 Huron River Dr.	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$505.80	\$1,966.43	20	180	\$10,855.80	Repair		\$1,966.43		
124	7200 Huron River Dr.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
301	Inter. of Second & Central	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$252.90	\$1,604.62	10	90	\$5,427.90	Repair		\$1,604.62		
302	7935 - 7945 Second	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
303	7900 Second	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
304	Inter. of Second & Edison	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
305	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
306	Inter of Second & Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
307	7707 Second	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$379.35	\$3,377.48	15	135	\$8,141.85	Repair		\$3,377.48		
308	Pump Station		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
309	7570 Second & Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
310	7537 Cushing Ct.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
311	3556 Cushing Ct.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
312	3675 Cushing Ct.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		
313	3638 Inverness	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair		\$3,503.93		
314	3680 - 3666 Inverness	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$202.32	\$3,200.45	8	72	\$4,342.32	Repair		\$3,200.45		
315	3552 Inverness	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
316	Inter of Second & Central	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$202.32	\$3,200.45	8	72	\$4,342.32	Repair		\$3,200.45		
317	3532 - 3512 Central	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
318	8069 - 8045 Third	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair		\$1,839.98		
319	8060 Fourth	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair		\$1,839.98		
320	8040 - 8030 Fifth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
321	8069 Broad	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
322	Inter of Broad & Fourth	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
323	3330 Broad	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
324	7930 Third	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair		\$1,169.66		

Structure Information			Rehabilitation Cost Summary						Transport & Treatment Cost Summary				Cost Effective Analysis	Total T & T Cost	Total Repair Cost
ID	Location	Defect	Repair Method	Estimated Cost	ELAC (25%)	Construction Interest	SSES Cost	Total Repair Cost	Estimated Inflow (gpm)	Annual Inflow (1000 gal)	T & T Cost				
325	7951 Fourth	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
326	Inter of Dover & Third	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
327	3445 Dover	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
328	Inter of Edison & Third	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair			\$1,169.66
329	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
330	3530 Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair			\$3,503.93
331	Inter of Third & Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
332	Inter of Third & Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair			\$1,169.66
333	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
334	7504 - 7514 Third	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$379.35	\$1,731.07	15	135	\$8,141.85	Repair			\$1,731.07
335	Inter of Fourth & Dover	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
336	7831 Fourth	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$379.35	\$3,377.48	15	135	\$8,141.85	Repair			\$3,377.48
337	7765 Fourth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
338	7740 - 7765 Fourth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
339	Inter of Fourth & Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
340	Inter of Fourth & Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
341	3455 Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
342	Behind 7515 Third	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
500	8170 Fifth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
501	Inter of Alpine & Fifth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair			\$1,093.79
502	8170 Fifth	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
503	8145 Fifth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
504	Inter of Fifth & Broad	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
505	Inter of Fifth & Broad	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
506	8030 - 8040 Fifth	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
507	Inter of Fifth & Central	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
508	Inter of Fifth & Central	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
509	Inter of Fifth & Central	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
510	3268 Central	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
510A	NW of Inter of Baker & A.A.	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair			\$3,503.93
511	3195 Baker	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair			\$1,839.98
512	3141 Baker	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
513	Inter of Baker & Forest	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
514	Inter of Baker & Forest	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$252.90	\$1,604.62	10	90	\$5,427.90	Repair			\$1,604.62
515	3045 Baker	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$252.90	\$1,713.53	10	90	\$5,427.90	Repair			\$1,713.53
516	Inter of Baker & Grand	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
517	2937 Baker	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$252.90	\$1,713.53	10	90	\$5,427.90	Repair			\$1,713.53
517A	In Front of Sunoco	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
518	7820 Grand	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair			\$3,251.03
519	Inter of Hudson & Grand	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
520	2904 Hudson	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$379.35	\$1,731.07	15	135	\$8,141.85	Repair			\$1,731.07
521	Inter of Hudson & Baker	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
522	2846 Baker	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
523	2801 Baker	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair			\$1,093.79
524	North of Bates Elem.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T		\$0.00	
525	Front of Bates Elem.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair			\$1,093.79
526	Front of Bates Elem.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21
527	Front of Bates Elem.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair			\$1,043.21

Structure Information			Rehabilitation Cost Summary							Transport & Treatment Cost Summary				Cost Effective Analysis	Total T & T Cost	Total Repair Cost
ID	Location	Defect	Repair Method	Estimated Cost	ELAC (25%)	Construction Interest	SSES Cost	Total Repair Cost	Estimated Inflow (gpm)	Annual Inflow (1000 gal)	T & T Cost					
528	Across from High School	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
529	Inter of Baker & Dan Hoey	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
530	2537 Baker	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
531	Inter of Grand & Dan Hoey	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
532	Inter of Dongara & Dan Hoey	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$252.90	\$1,713.53	10	90	\$5,427.90	Repair		\$1,713.53		
533	Across from Walkabout Crk.	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair		\$1,839.98		
534	E. of Prop. Lines for Apts.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
535	7651 Dan Hoey	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
536	N. Side of D.H. By U. Pole	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
537	In School Playground	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
538	Not Found	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
539	Front of Barn on Dan Hoey	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
540	Across from School Ent.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
541	Dexter Ind. Park Ent.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
542	Ent. to Elem School	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
543	E. of Ent. to Elem School	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
544	Half way bet. Drives to Sch	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
545	W. of drive to New School	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
546	Driveway to New School	Damaged Frame and Cover	2	\$1,055.00	\$263.75	\$32.97	\$252.90	\$1,604.62	10	90	\$5,427.90	Repair		\$1,604.62		
547	7250 Dan Hoey	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
548	7214 Dan Hoey	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
549	100' N on School Drive	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
550	300' N on School Drive	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
551	S.E. of M. C. Middle School	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
552	E of Mill Creek Ent.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
553	W of Mill Creek Ent.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
554	N-W of Mill Creek Ent.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
555	S. of Dexter Rd. by Billboards	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
556	Across from 7300 Dexter	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
557	7390 Dexter Rd.	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair		\$1,839.98		
558	7404 Dexter A.A. Rd	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
559	7265 Ann Arbor	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
560	7221 Ann Arbor	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair		\$3,503.93		
561	7195 Ann Arbor	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair		\$1,093.79		
562	7185 Ann Arbor	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
563	Across from Dexter Chev.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
564	Driveway to Dexter Chev.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
565	3249 Alpine	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
566	3216 Alpine	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
567	8106 Ann Arbor	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
568	Behind Clark St. and Bank	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
569	Behind Hardware Store	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
570	Behind Dairy Queen	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
571	Not Found	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
572	Inter of Forest & Broad	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair		\$3,251.03		
573	Not Found	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		
574	8008 Forest	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair		\$1,043.21		
575	Pump Station	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00	\$0.00		

Structure Information			Rehabilitation Cost Summary							Transport & Treatment Cost Summary				Cost Effective Analysis	Total T & T Cost	Total Repair Cost
ID	Location	Defect	Repair Method	Estimated Cost	ELAC (25%)	Construction Interest	SSES Cost	Total Repair Cost	Estimated Inflow (gpm)	Annual Inflow (1000 gal)	T & T Cost					
576	Inter of 2 Alleys - See Map Inter of Baker & Forest in Front of Busch's Market Not Found	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
577		Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
578		Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
579	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
580	3225 Broad - In Alley 3215 Central Not Found	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
581		Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
582		Damaged Adjustment Ring	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
583	Inter of Dexter & Baker	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
584	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
585	7901 Ann Arbor	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
586	7861 Ann Arbor	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
587	7775 Ann Arbor	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
588	7711 Ann Arbor	Displaced Frame and Cover	1	\$1,140.00	\$285.00	\$35.63	\$379.35	\$1,839.98	15	135	\$8,141.85	Repair	\$1,839.98	\$1,839.98		
589	7921 Fifth St.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
590	In Alley Behind 3360 Central.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
591	Inter of Dover & Fifth	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
592	7850 - 7830 Fifth	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
593	3355 Dover	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair	\$3,503.93	\$3,503.93		
594	Inter of Fifth & Edison	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
595	3360 Edison	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair	\$1,093.79	\$1,093.79		
596	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
597	7720 Ann Arbor Rd.	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
598	7812 Forest	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair	\$3,251.03	\$3,251.03		
599	Inter of Forest & Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$379.35	\$3,377.48	15	135	\$8,141.85	Repair	\$3,377.48	\$3,377.48		
600	7654 Forest	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
601	7626 Forest	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
602	3134 Hudson	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$505.80	\$3,503.93	20	180	\$10,855.80	Repair	\$3,503.93	\$3,503.93		
603	In Alley Behind 7612 Forest	Displaced Frame and Cover	3	\$1,140.00	\$285.00	\$35.63	\$252.90	\$1,713.53	10	90	\$5,427.90	Repair	\$1,713.53	\$1,713.53		
604	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
605	7652 - 7660 Grand	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$379.35	\$3,377.48	15	135	\$8,141.85	Repair	\$3,377.48	\$3,377.48		
606	Inter of Grand & Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
607	3055 Inverness	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair	\$3,251.03	\$3,251.03		
608	Inter of Forest & Inverness	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
609	Not Found		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
610	Inter of Forest & Kensington	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
611	3125 Kensington	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
612	7439 Wall Ct.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$202.32	\$1,169.66	8	72	\$4,342.32	Repair	\$1,169.66	\$1,169.66		
613	7415 Wall Ct.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
614	In Backyard of 7428 Wall Ct	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair	\$1,093.79	\$1,093.79		
615	In Backyard of 7438 Wall Ct	Damaged Corbel	4	\$2,340.00	\$585.00	\$73.13	\$252.90	\$3,251.03	10	90	\$5,427.90	Repair	\$3,251.03	\$3,251.03		
616	Inter of Grand & Kensington	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$75.87	\$1,043.21	3	27	\$1,628.37	Repair	\$1,043.21	\$1,043.21		
617	7550 Grand	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
701	7742 Cottonwood	None	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	T & T	\$0.00			
702	At Bend in Cottonwood Dr.	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair	\$1,093.79	\$1,093.79		
703	Behind Parking (See Map)	Damaged Adjustment Ring	1	\$755.00	\$188.75	\$23.59	\$126.45	\$1,093.79	5	45	\$2,713.95	Repair	\$1,093.79	\$1,093.79		
CO 1	3652 Central	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21	\$922.21		
CO 2	7222 Huron River Drive	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21	\$922.21		
CO 3	3634 Cushing	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21	\$922.21		

Structure Information			Rehabilitation Cost Summary					Transport & Treatment Cost Summary			Cost Effective Analysis	Total T & T Cost	Total Repair Cost
ID	Location	Defect	Repair Method	Estimated Cost	ELAC (25%)	Construction Interest	SSES Cost	Total Repair Cost	Estimated Inflow (gpm)	Annual Inflow (1000 gal)	T & T Cost		
CO 4	7505 Third	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
CO 5	3558 Central	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
CO 6	3255 Central	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
CO 7	7631 Forest	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
CO 8	3195 Baker	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
CO 9	2537 Baker	Damaged Cleanout Cover	5	\$325.00	\$81.25	\$10.16	\$505.80	\$922.21	20	180	\$10,855.80	Repair	\$922.21
DR 1	7740 Third	Cross Connection	6	\$8,675.00	\$2,168.75	\$271.09	\$505.80	\$11,620.64	20	180	\$10,855.80	T & T	\$922.21
				\$164,185.00	\$41,046.25	\$5,130.78	\$31,536.63	\$241,898.66	11223		\$676,859.13	\$10,855.80	\$230,278.02

I. CAPITAL IMPROVEMENTS

12/12/05

The purpose of this section is to define capital improvement needs for the Village water distribution system for existing and future development conditions. Currently, the Village is in violation of the MDEQ firm capacity requirement. In addition, 342 ERUs have been permitted, but have not yet been added to the system. In the future, it is anticipated that within the Village borders, water needs may increase by an additional 105 ERUs.

A. COMPLIANCE WITH THE MDEQ FIRM CAPACITY REQUIREMENT

Figure VIII-1 shows the existing layout in the drinking water treatment plant. As can be seen, the total treatment capacity of the plant is 900-gpm. This capacity includes three 300-gpm pumps and three 300-gpm filter cells. According to the 10 State Standards, a firm capacity is defined as the capacity with the largest pump out of service. Therefore, the existing firm capacity of the Village water treatment plant is 600-gpm. There are several options the Village may pursue in becoming compliant with the MDEQ firm capacity requirement. The choice of which option to pursue may depend on factors such as:

- Condition of the water treatment plant and the existing elevated storage tank infrastructure,
- Financial implications of each alternative,
- Level of service disruption any infrastructure change / upgrade may cause, and
- Future planning needs of the Village.

Below is a list of some of the options that may be pursued. However, it is recommended that the evaluation of each alternative is performed in conjunction with an infrastructure feasibility analysis.

OPTION I: NEW HIGH SERVICE PUMP AND FILTER

This option entails the addition of a new high service pump at the water treatment plant and a new filter cell. Both the pump and filter cell capacity must be at least 200-gpm. This option requires that the treatment plant size be expanded in order to physically accommodate a new pump and filtration cell. The piping configuration inside the treatment plant must be changed as well. Finally, the suction side of the new pipe must be connected to the clear well.

This is a rather straightforward alternative. However, it may require service disruptions, as the clear well (water detention tank in the plant) may need to temporarily be placed out of service. Since this alternative requires treatment plant expansion, the feasibility of this alternative needs to be evaluated in terms of available space and grading. Finally, if a 200-gpm minimum pump were to be selected, the operation of this pump and its exchange with the 300-gpm existing service pumps may need to be evaluated.

OPTION II: REPLACING EXISTING HIGH SERVICE PUMPS AND FILTERS

This alternative involves replacing the existing 300-gpm high service pumps with three, 400-gpm pumps. This would include replacing the existing 300-gpm filters as well. The potential advantages of this alternative over the previous one may be that no service interruptions may be required since as one pump or filter is being replaced, the other ones can still be in operation.

The condition of the existing pump and filters and their expected performance life cycles may be factor in determining the feasibility of this alternative. Furthermore, the Village may evaluate whether this treatment plant may be used for potentially treating water from additional wells, as this may influence the level of investment in this option. For example, instead of 400-gpm pumps, higher capacity variable frequency drive pumps may be more appropriate.

OPTION III: ADDITIONAL STORAGE IN THE DISTRIBUTION SYSTEM

This option would necessitate additional storage in the Village distribution system in order to compensate for a firm capacity of 600-gpm. In other words, a potential storage facility may be able to handle two back-to-back maximum day demands with a pumping capacity limitation of 600-gpm.

This alternative may not require any upgrades to the existing water treatment plant. However, storage tank operation considerations, particularly operating large storage tanks during off peak, winter times, must be taken into account. Also, the size of the storage tank may depend on the need amount of fire protection.

OPTION IV: DEMAND MANAGEMENT PRACTICES

This option may require a review on water consumption policies in the Village, including water-sprinkling practices etc in an effort to reduce source water consumption. Furthermore, this alternative may require the search for additional water sources, either in the form of new ground water wells at water rich aquifers or potential connections to existing neighboring drinking water distribution systems.

Please note that the aforementioned alternatives will allow the Village to become compliant with the MDEQ firm capacity requirement if the demands in the Village system were to not increase. However, as demand in the Village is projected to increase over the next years, it is recommended at additional water sources be investigated. Otherwise, continuing compliance with the MDEQ firm capacity requirement, if flows were to increase, would necessitate increasing available storage capacity in the Village drinking water distribution system.

B. INCREASING DISTRIBUTION SYSTEM FIRE PROTECTION CAPABILITIES

This study identified some areas in the Village, particularly areas serviced by 4" and smaller water mains that may experience significant fire protection improvements when replaced with 8" water mains. Such an undertaking may be coordinated with other anticipated infrastructure improvements, such as road improvements. What follows is an estimate of costs to install the new or upsized water main, as determined by the water reliability study. On this sheet, work specified in this study has been separated and broken down in sections that coincide with the CIP Roadwork estimates provided in 2003. As shown, there are 9 locations of possible water main construction that would coincide with possible roadwork. These estimates have been provided based on current costs.

Estimate of Costs based on Water System Reliability Study

The following sections of water main coincide with capital improvement locations estimated in 2003

Street	From	To	Use	Water Main Work	Length (ft)	unit cost (per foot)	Total Construction Cost	Engineering Cost (25%)	Sub-Total	Contingency (5%)	Total (2005 Dollars)
Broad	Main	Forest	Residential	Install 8" main	550	\$101.00	\$55,550.00	\$13,887.50	\$69,500.00	\$3,475.00	\$73,000.00
Dover	Dex-A2	3rd	Residential	Replace 8" & " main with 8"	1,300	\$101.00	\$131,300.00	\$32,825.00	\$164,200.00	\$8,210.00	\$172,000.00
Edison	Dex-A2	2nd	Residential	Replace 4" main with 8"	1,560	\$101.00	\$157,560.00	\$39,390.00	\$197,000.00	\$9,850.00	\$207,000.00
Hudson	Dex-A2	2nd	Multi	Replace 4" & 8" main with 8"	1,400	\$101.00	\$141,400.00	\$35,350.00	\$176,800.00	\$8,840.00	\$186,000.00
Inverness	Forest	Grand	Residential	Replace 4" main with 8"	550	\$101.00	\$55,550.00	\$13,887.50	\$69,500.00	\$3,475.00	\$73,000.00
Forest	Baker	Inverness	Residential	Replace 4" main with 8"	1,740	\$101.00	\$175,740.00	\$43,935.00	\$219,700.00	\$10,985.00	\$231,000.00
Grand	Baker	Kensington	Residential	Install 8" main	1,930	\$101.00	\$194,930.00	\$48,732.50	\$243,700.00	\$12,185.00	\$256,000.00
Kensington	Dex-A2	Grand	Residential	Install & Replace 4" main with 8"	1,060	\$101.00	\$107,060.00	\$26,765.00	\$133,900.00	\$6,695.00	\$141,000.00
Third	Inverness	End	Residential	Replace 4" main with 8"	480	\$101.00	\$48,480.00	\$12,120.00	\$60,600.00	\$3,030.00	\$64,000.00
Fourth	Broad	Inverness	Residential	Replace 4" main with 8"	2,620	\$101.00	\$264,620.00	\$66,155.00	\$330,800.00	\$16,540.00	\$347,000.00
Fifth	Central	Edison	Residential	Replace 4" main with 8"	1,030	\$101.00	\$104,030.00	\$26,007.50	\$130,100.00	\$6,505.00	\$137,000.00
Wall Ct	Kensington	End	Residential	cut and cap main	10	\$101.00	\$1,010.00	\$252.50	\$1,300.00	\$65.00	\$1,000.00
Total											\$1,890,000.00

Total

The following sections of water main are included in the Water Reliability Study, and are not located in the vicinity of estimated capital improvements

Street	From	To	Use	Water Main Work	Length (ft)	unit cost (per foot)	Total Construction Cost	Engineering Cost (25%)	Sub-Total	Contingency (5%)	Total (2005 Dollars)
Main	Jeffords	Dex-Chel	Multi	Install 8" main	550	\$101.00	\$55,550.00	\$13,887.50	\$69,500.00	\$3,475.00	\$73,000.00
Dex-Chel	Main	Parker	Multi	Replace 8" & " main with 8"	1,300	\$101.00	\$131,300.00	\$32,825.00	\$164,200.00	\$8,210.00	\$172,000.00
Parker	Dex-Chel	Shield	Residential	Replace 4" main with 8"	1,560	\$101.00	\$157,560.00	\$39,390.00	\$197,000.00	\$9,850.00	\$207,000.00
Shield	Parker	Bent Tree	Residential	Replace 4" & 8" main with 8"	1,400	\$101.00	\$141,400.00	\$35,350.00	\$176,800.00	\$8,840.00	\$186,000.00
Ryan	Dex-A2	Palmer	Residential	Replace 4" main with 8"	550	\$101.00	\$55,550.00	\$13,887.50	\$69,500.00	\$3,475.00	\$73,000.00
Dex-A2	Ryan	Carrington	Residential	Replace 4" main with 8"	1,740	\$101.00	\$175,740.00	\$43,935.00	\$219,700.00	\$10,985.00	\$231,000.00
Total											\$940,000.00
GRAND TOTAL											\$2,830,000.00

LEGEND

EXISTING PIPING

NEW PIPING

TITLE

RURAL DEVELOPMENT
WATER TREATMENT PLANT IMPROVEMENTS
MECHANICAL PLAN

DESIGNED BY H. J. HARRIS, INC.
ENGINEER H. J. HARRIS, INC.
CONSTRUCTION H. J. HARRIS, INC.
DATE 10/1/68

PROJECT

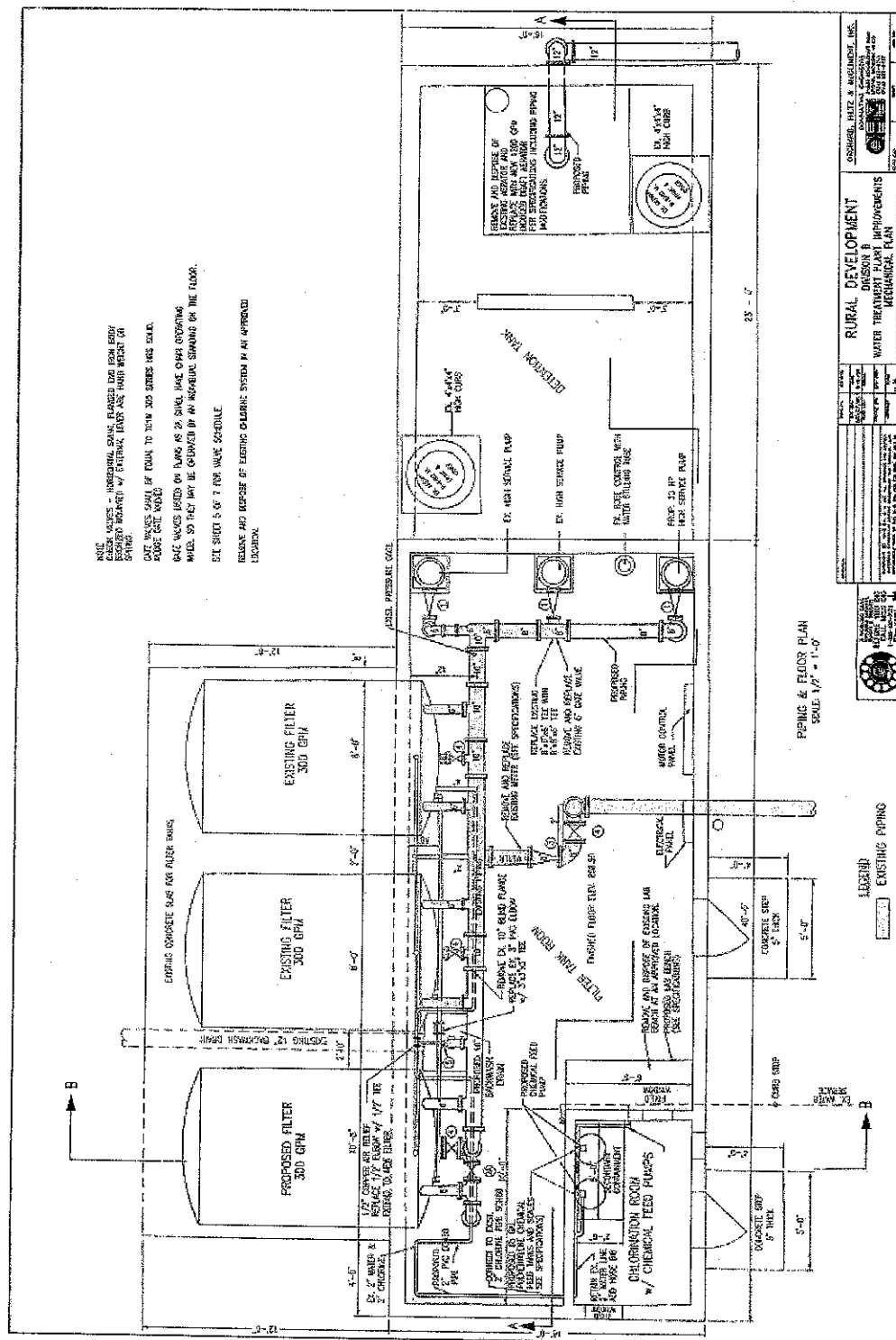
WATER TREATMENT PLANT IMPROVEMENTS
RURAL DEVELOPMENT
MECHANICAL PLAN

SCALE

1" = 10'-0"

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.





STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



JENNIFER M. GRANHOLM
GOVERNOR

STEVEN E. CHESTER
DIRECTOR

December 7, 2005

10-10-05 12-27-05
H-1

Mr. Mark McCulloch
Washtenaw County Road Commission
555 North Zeeb Road
Ann Arbor, Michigan 48103

Dear Mr. McCulloch:

SUBJECT: Floodplain Service No 05-81-0008-FP, Section 32, T1S, R5E
Webster Township, Washtenaw County, Huron River

Thank you for your October 13, 2005 request for floodplain information at the above site. The 100-year floodplain elevation of the Huron River at this site is estimated to be 838.0 feet National Geodetic Vertical Datum (NGVD) of 1929. This estimate was based on a gage analysis previously done by the Michigan Department of Environmental Quality and may be a conservative value. Neither Webster Township nor the Village of Dexter participate in the National Flood Insurance Program (NFIP); therefore, Flood Insurance Rate Maps (FIRM) for these communities are not available at the present time.

In your letter, you stated the purpose of your project is to make an intersection correction to Mast Road at Joy Road and Huron Drive. The elevation provided above can be used for the entire extension listed in your letter, from 500 feet upstream of the Mast Road Bridge to 500 feet downstream from the bridge. Be advised that any occupation, filling, or grading within the 100-year floodplain requires a permit from the Land and Water Management Division (LWMD) under the State's Floodplain Regulatory Authority found in Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Compensating cut for more than 300 cubic yards of fill placed in the floodplain must be provided.

In general, construction and fill may be permitted in portions of the floodplain that are not floodway, provided local ordinances and building standards are met. Floodways are the channel of the stream or drain and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the 100-year flood. These are generally the areas of moving water during a flood. Work activity in the floodway will normally require an engineering analysis to verify that the proposal does not increase the floodplain elevation on upstream properties. Residential construction is prohibited in the floodway portion of the floodplain.

No review has been performed as part of this service to determine whether wetlands exist at this subject site. Wetlands are regulated under the authority of Part 303, Wetlands Protection, of the NREPA. The existence of wetlands may restrict the development on site. If you are unsure of the presence of wetlands, it is recommended that you contact the LWMD concerning the Wetlands Assessment Program (WAP) or engage a private wetland consultant. For more information regarding the WAP, please contact Ms. Wendy Veltman, Inland Lakes and Wetlands Unit, at 517-241-8485.

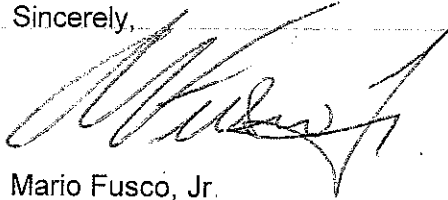
December 7, 2005

If the project will impact wetlands, please contact Mr. Justin Pung of this office at 517-780-7916 for a permit application and information. The permit application may also be found at the following internet address:

www.michigan.gov/jointpermit

This letter does not obviate the need for any other state, federal, or local permits which may be required by law. If you have any further questions regarding the floodplain requirements, feel free to contact me at 517-335-3177 or at fuscom@michigan.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Mario Fusco, Jr.", with a stylized flourish at the end.

Mario Fusco, Jr.
Subdivision Floodplain Program
Land and Water Management Division

cc: Township of Webster Clerk
Village of Dexter Building Department
Ms. Donna Cervelli, Jackson District, DEQ, LWMD

**VILLAGE OF DEXTER
2006 MEETING SCHEDULE**

VILLAGE COUNCIL	PLANNING COMMISSION	PARKS COMMISSION	ZONING BOARD OF APPEALS	DOWNTOWN DEVELOPMENT AUTHORITY (Varying Locations) 2nd Thursday at 7:30 PM
2nd & 4th Monday at 7:30 PM	1st Monday at 7:30 PM	3rd Tuesday at 7 PM	3rd Monday at 7 PM	
January 9, 2006	January 3, 2006 (Jan 2nd New Year's)	January 17, 2006	January 18, 2006 (Wed) change due to holiday	January 12, 2006
January 23, 2006		February 21, 2006		February 9, 2006
February 13, 2006	February 6, 2006	March 21, 2006	February 22, 2006 (Wed) change due to holiday	March 9, 2006
February 27, 2006	March 6, 2006	April 18, 2006	March 20, 2006	April 13, 2006
March 13, 2006	April 3, 2006	May 16, 2006	April 17, 2006	May 11, 2006
March 27, 2006	May 1, 2006	June 20, 2006	May 15, 2006	June 8, 2006
April 10, 2006	June 5, 2006	July 18, 2006	June 19, 2006	July 13, 2006
April 24, 2006	July 3, 2006	August 15, 2006	July 17, 2006	August 10, 2006
May 8, 2006	August 7, 2006	September 19, 2006	August 21, 2006	September 14, 2006
May 22, 2006	September 5, 2006 (4 th Labor Day)	October 17, 2006	September 18, 2006	October 12, 2006
June 12, 2006	October 2, 2006	November 15, 2006	October 16, 2006	November 9, 2006
June 26, 2006	November 6, 2006	December 19, 2006	November 20, 2006	December 14, 2006
July 10, 2006	December 4, 2006		December 18, 2006	
July 24, 2006				
August 14, 2006				
August 28, 2006				
September 11, 2006				
September 25, 2006				
October 9, 2006				
October 23, 2006				
November 13, 2006				
November 27, 2006				
December 11, 2006				
December 26, 2006 (25 th Christmas Holiday)				

All meetings are held at the Senior Center, 7720 Ann Arbor Street, unless otherwise noted.

REPORT SCHEDULE FOR 2006

	First Meeting of Month	Second Meeting of Month
January	01-9-06 Village Manager Treasurer	01-23-06 Village Manager Sheriff Department Library Board Representative
February	02-13-06 Village Manager DPS Supervisor	02-27-06 Village Manager LDFA Representative
March	03-13-06 Village Manager Zoning Administrator Planning Commission Chair	03-27-06 Village Manager Park Board Chair DAHS&M Representative
April	04-10-06 Village Manager Downtown Development Chair Treasurer	04-24-06 Village Manager Sheriff Department Tree Board
May	05-8-06 Village Manager DPS Supervisor	05-22-06 Village Manager HRWC Representative
June	06-12-06 Village Manager Zoning Administrator DAFD Representative	06-26-06 Village Manager Library Board Representative
July	07-10-06 Village Manager Treasurer	07-24-06 Village Manager Sheriff Department DPS Supervisor
August	08-14-06 Village Manager Tree Board	08-28-06 Village Manager
September	09-11-06 Village Manager Zoning Administrator Planning Commission Chair	09-25-06 Village Manager Park Board Chair
October	10-9-06 Village Manager HRWC Representative	10-23-06 Village Manager Sheriff Department Treasurer
November	11-13-06 Village Manager Downtown Development Chair DAFD Representative	11-27-06 Village Manager DPS Supervisor
December	12-11-06 Village Manager Zoning Administrator	12-26-2006 Village Manager



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Village Council

Jim Seta
President

Joe Semifero
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Shawn Keough
Councilperson

Terry Walters
Councilperson

Administration

Donna Dettling
Manager

David Boyle
Clerk

Marie Sherry
*Treasurer/Finance
Director*

John Hanifan
Assistant Manager

Ed Lobdell
*Public Services
Superintendent*

Allison Bishop
*Community
Development
Manager*

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

[www.
villageofdexter.org](http://www.villageofdexter.org)

Dear Community Visionary:

The Planning Commission has decided that it is in the best interest of the Village of Dexter and its residents to create a corridor plan for the south entrance of the Village and Baker Road.

As a community visionary, what do you think Baker Road should look like? We are already seeing some new and exciting commercial development. What kinds of future land uses do you see along the corridor? As an entry way to the Village, what image should Baker Road portray? How well do you think the corridor functions now? How could it be improved? What do you think are unique or character defining features of the Village? Do you think they should or could be extended to Baker Road? If so, how? We all know that traffic becomes significant on weekday mornings and evenings. Is this an issue for you and if so how do you think it should be addressed?

As a visionary you may have decades of knowledge as a Village resident or valuable experience living in other communities. We want to hear your thoughts. What particular problems can you identify with the Baker Road corridor? What opportunities do you see and most importantly, what long-range vision do you have for the south entrance to our Village along Baker Road between Dan Hoey and Main Street?

We are inviting you to participate in a very important community event. As the Village of Dexter continues to grow and improve through redevelopment and reinvestment, we need to look to the future and evaluate the direction of particular areas of the village. Fundamental questions are before us regarding how we will respond to the changes occurring within the Village. The answers can only be found through a broad, systematic planning process, with strong public involvement.

The starting point for establishing the goals and objectives for the development of the corridor is a Visioning Workshop in which public participation is important. The Planning Commission is holding two Visioning Workshops. The first workshop will be on Monday, January 30, 2006, in which village Boards and Commissions will be asked to attend. The second workshop will be on Tuesday, January 31, 2006, in which all other groups, organizations, community groups and business owners will be asked to attend. Both workshops will be held at 7:00 pm at the Senior Center and are open to the public. Refreshments will be served at 6:30

pm with the program beginning promptly at 7:00 pm and ending by 9:00 pm. Attached is an agenda for your information.

Please call Allison Bishop at the Village office, (734) 426-8303 x 15, no later than January 23, 2006 to let us know if you can attend and what workshop you will be attending.

Sincerely,

The Village of Dexter Planning Commission

Raymond Tell, Chair	Mary Kimmel
Matt Kowalski	Scott Bell
Thomas Phillips	Matt McCormack
Kim Clugston	Erik Lovell
Jim Carson	



VILLAGE OF DEXTER - CODE ENFORCEMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 12-27-05
ITEM I-1 a.

December 16, 2005

Peters Building Company
Jim Haeussler
PO Box 577
Saline, MI 48176

Re: Westridge of Dexter: Nuisance Violations

Dear Mr. Haeussler:

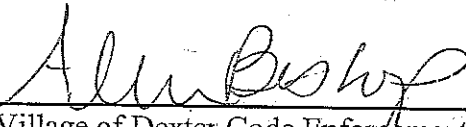
Over the past few months we have discussed the status of development by John Richards Homes in Westridge of Dexter. I appreciate your willingness to provide updates and help with the installation and construction of the play area and open space improvements per the development agreement. Based on the recent issues regarding the receivership of John Richards Homes the Village of Dexter would like to make sure that Westridge of Dexter is kept in a maintained condition per the development agreement and Village Ordinances.

Per page 5 of the development agreement, construction debris is to be removed from the site once a month. Based on the site inspection on December 8, 2005 seven dumpsters were noted. Based on conversations with the receiver it appears that they may be responsible for two of the seven dumpsters on site. Based on the information provided to me yesterday, it appears as though two of the dumpsters are located on sites that are still owned and controlled by you, dumpster #3177 on Lot 196 and dumpster #3027 on Lot 113. The following dumpsters appear to be on sites that are not controlled by the receiver or owned by Peters Building Company/Westridge LLC:

3230 Eastridge – Lot 8 – Dumpster #3038 and 3024
8482 Parkridge – Lot 103 – Dumpster #3136

The Village would like to request your cooperation in removing the dumpsters from the site within one month, per the development agreement. If this date is inconvenient or unworkable, please contact me in order to arrange an alternative abatement strategy.

Thank you for your cooperation.


Village of Dexter Code Enforcement
Allison Bishop, AICP

CC: Donna Dettling, Village Manager
Brad Smith, Dykema Gossett
John Shekerjian, John Richards Homes
File

LAW OFFICES
ERMAN, TEICHER, MILLER,
ZUCKER & FREEDMAN
A PROFESSIONAL CORPORATION

EARLE I. ERMAN *
JULIE BETH TEICHER
DAVID M. MILLER
CRAIG E. ZUCKER
DAVID H. FREEDMAN
BARBARA A. PATEK
DIANNE S. RUHLANDT **
ROBERT J. WINE

* CERTIFIED IN BUSINESS BANKRUPTCY BY
THE AMERICAN BOARD OF CERTIFICATION

** ALSO ADMITTED IN FLORIDA

400 GALLERIA OFFICENTRE, SUITE 444
SOUTHFIELD, MICHIGAN 48034-2162

TELEPHONE (248) 827-4100
FACSIMILE (248) 827-4106
www.ermanteicher.com

December 15, 2005

VIA FACSIMILE (734-426-5614)

Allison Bishop, AICP
Village of Dexter - Code Enforcement
8140 Main Street
Dexter, MI 48130-1092

RE: John Richards Homes Westridge of Dexter: Nuisance Violations

Dear Ms. Bishop:

This firm is counsel to Barry P. Lefkowitz, the duly appointed Receiver of all property of John Richards Homes Signature Series, L.L.C., pursuant to a Consent Order Appointing Receiver entered by the Oakland County Circuit Court on October 19, 2005, Case No. 05-06915-CK.

This letter shall confirm the conversation you had with Mr. Lefkowitz in response to your letter dated December 12, 2005. The Receiver has undertaken efforts to remedy the code violations, including, but not limited to, winterizing and securing homes under construction, and providing temporary heat where necessary. Although these efforts have begun, due to scheduling and holiday issues, it is unlikely that the violations will be abated on or before January 1, 2006 as you requested. You indicated that you were going to be lenient on the Receiver in connection with such date as long as there are on-going communications and evidence that progress is being made with respect to the code violations.

As requested by the Receiver, please respond to the following:

1. Some of the buildings referenced in your letter are not the property of John Richards Homes Signature Series, L.L.C. and are not subject to the Receivership. Please cross-reference your schedules and eliminate any buildings that are not part of the Receivership from your December 12, 2005, letter.

Allison Bishop, AICP
December 15, 2005
Page 2

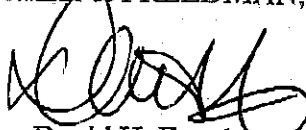
2. Please provide us with the specific locations of the dumpsters referenced in your letter.
3. Please advise us of the specific locations of the three open basements referenced in your letter.
4. Please provide us with specific information as to what the penalties are for non-abatement of these code violations.

It is my understanding that your office will be re-inspecting the properties at the appropriate time and will provide the Receiver with a report regarding any outstanding issues remaining.

I do not have any issue with you speaking to or communicating with the Receiver directly; however, I would like to be copied on any letters or other correspondence that you may have with the Receiver. I appreciate your willingness to work with the Receiver in resolving these issues.

Thank you again for your courtesy and cooperation in these matters.

Very truly yours,
ERMAN, TEICHER, MILLER,
ZUCKER & FREEDMAN, P.C.



David H. Freedman

DHF/kah

cc: Barry P. Lefkowitz (via fax 248-357-5926)



VILLAGE OF DEXTER - CODE ENFORCEMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

December 15, 2005

Virchow, Krause & Company
Barry P. Lefkowitz
26211 Central Park Boulevard
Suite 220
Southfield, MI 48076

Re: John Richards Homes Westridge of Dexter: Nuisance Violations

Dear Mr. Lefkowitz:

Thank you for taking the time to discuss the status of the situation at Westridge of Dexter and John Richards Homes. Per our discussion you had requested that I follow up with additional information on the violations and the consequences of those violations. We had also discussed the lots that were under your control. Based on my review of the initial violation letter, the Village has on record that you are responsible for the following addresses/lots:

8210 Webster – Lot 62	8525 Parkridge – Lot 133	8533 Parkridge– Lot 131
8537 Parkridge – Lot 130	8565 Parkridge – Lot 123	8561 Parkridge–Lot 124
8355 Parkridge – Lot 198	8332 Parkridge – Lot 157	3261 Eastridge – Lot 218
8244 Bridgeway- Lot 88	8252 Bridgeway- Lot 90	8548 Parkridge –Lot 114
8388 Parkridge – Lot 171		

Per Dexter Ordinance Section 18-31, any vacant dwelling, garage or other outbuilding must be adequately secured against unlawful entry by any person.

Several of the structures within Westridge of Dexter have been made weather tight, however it appears as though the front door may still permit unlawful entry. The Village of Dexter's ordinance states that a structure that may be unlawfully entered is a public nuisance. The Village of Dexter believes that a vacant and accessible building creates a public safety hazard for the residents of Dexter and Westridge.

Per Section 18-31, Abandoned excavations and/or open basements remaining unfilled or uncovered for a period of 90 days or longer that are situated as to endanger the safety of the public, constitute a public nuisance.

8210 Webster – Lot 62 within Westridge of Dexter has had an open basement for at least 12 months. The open basement is situated in Phase 1 of the development where all the surrounding homes are occupied by families and is therefore situated in a location that endangers the public safety.

Per Section 18-34, Abatement procedures, any person who violates any provision of Section 18-31 shall be responsible for a civil infraction, subject to payment of a civil fine set forth in Section 22-9. Per Section 22-9 failure to abate a public nuisance is a \$50.00 fine, \$100.00 for the first repeat violation and \$250.00 for the second repeat violation. Each day the violation continues to exist constitutes a separate violation.

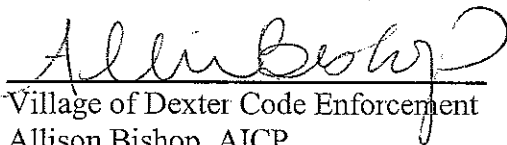
In addition to the ordinance violations mentioned, page 5 of the development agreement states that construction debris is to be removed from the site once a month. Based on the site inspection on December 8, 2005 seven dumpsters were noted. Based on a follow-up inspection it appears that two (2) dumpsters are located on the following lots which you control:

3249 Eastridge - Lot 221 - Dumpster #3106 (A-1 Enterprises)

8425 Parkridge - Lot 186 - Dumpster #3178 (A-1 Enterprises)

The Village requests that the violations be abated on or before January 1, 2006. As we discussed, if the compliance date is unworkable or if you have any other questions regarding this matter, please call me.

Thank you for your cooperation.


Village of Dexter Code Enforcement
Allison Bishop, AICP

CC: Donna Dettling, Village Manager
Brad Smith, Dykema Gossett
John Shekerjian, John Richards Homes
File



VILLAGE OF DEXTER - CODE ENFORCEMENT

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

December 12, 2005

Virchow, Krause & Company
Barry P. Lefkowitz
26211 Central Park Boulevard
Suite 220
Southfield, MI 48076

Re: John Richards Homes Westridge of Dexter: Nuisance Violations

Dear Mr. Lefkowitz:

On December 8, 2005, an inspection was made of the property known as Westridge of Dexter in which John Richards Homes is the builder. This inspection revealed several apparent violations of the Village of Dexter Nuisance Ordinance and the development agreement between the Village and J R. Homes.

Specifically, I noted that the following buildings in various stages of construction, some of which are not completely closed to prevent unlawful entry and some which do not have windows and doors that are weather tight and able to prevent the winter elements from entering the structure. Per Section 18-31 of the Village of Dexter Nuisance Ordinance the following 15 buildings must be brought into compliance:

<ul style="list-style-type: none">• 8210 Webster• 8485 Parkridge• 8525 Parkridge• 8533 Parkridge• 8537 Parkridge• 8565 Parkridge• 8561 Parkridge	<ul style="list-style-type: none">• 8425 Parkridge• 8355 Parkridge• 8340 Parkridge• 8332 Parkridge• 3249 Eastridge• 3261 Eastridge• 8232 Bridgeway• 8244 Bridgeway
--	---

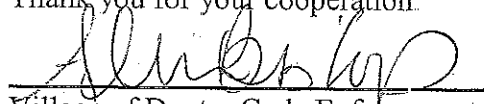
During my inspection I also noted seven full dumpsters that have been onsite for at least one month. Per the development agreement construction debris is to be removed from the site once a month.

The inspection also revealed three open basements which present are a safety hazard to children and pets in the neighborhood.

The Village requests that the violations be abated on or before January 1, 2006. I have included a copy of the development agreement for your records. If the compliance date is unworkable or if you have any other questions regarding this matter, please call Allison Bishop.

The Village of Dexter would also like to notify you that John Richards Homes has \$18,000 in delinquent taxes. If these delinquent taxes are not paid the properties are subject to the imposition of tax liens.

Thank you for your cooperation.



Village of Dexter Code Enforcement
Allison Bishop, AICP

CC: Donna Dettling, Village Manager
Brad Smith, Dykema Gossett
John Shekerjian, John Richards Homes
File

RECEIVED FOR FILING
OAKLAND COUNTY CLERK

05 OCT 19 11:00

STATE OF MICHIGAN

IN THE OAKLAND COUNTY CIRCUIT COURT

FIFTH THIRD BANK, f/k/a
FIFTH THIRD BANK (EASTERN MICHIGAN),
a Michigan banking corporation,

Plaintiff,

vs

JOHN RICHARDS HOMES SIGNATURE
SERIES, L.L.C., a Michigan limited liability
company, JOHN RICHARDS HOMES BUILDING
COMPANY, L.L.C., a Michigan limited liability
company, JOHN RICHARDS HOMES
CONSTRUCTION, L.L.C., a Michigan
limited liability company, JOHN RICHARDS HOMES
MANAGEMENT, L.L.C., a Michigan limited liability
company, JOHN RICHARDS HOMES REALTY, LLC,
a Michigan limited liability company, JOHN RICHARDS
HOMES, LLC, d/b/a JOHN RICHARDS HOMES, a
Michigan limited liability company, d/b/a
JOHN RICHARDS DEVELOPMENT CORP., a Michigan
corporation, JOHN C. SHEKERJIAN, JANET R.
SHEKERJIAN, and AUTUMN PARK, L.L.C.,
a Michigan limited liability company,

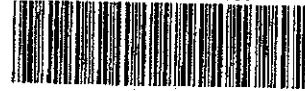
Defendants,

and

STOCK BUILDING SUPPLY, LLC,
a Delaware limited liability company,

Intervening Defendant.

05-069153-CK



JUDGE RUDY J. NICHOLS
COUNTY FIFTH THIRD B V JOHN RICHARDS

CONSENT ORDER
APPOINTING RECEIVER FOR
DEFENDANT JOHN
RICHARDS HOMES
SIGNATURE SERIES, L.L.C.
ONLY

RECEIVED

OCT 20 2005

Plunkett & Cooney, P.C.

By: Douglas C. Bernstein (P 33833)

Michael A. Fleming (P 38293)

Attorneys for Plaintiff

38505 Woodward Avenue

Suite 2000

Bloomfield Hills, MI 48304

(248) 901-4000

Honigman Miller Schwartz and Cohn LLP

By: Stephanie M. Zimmerman (P 38722)

Attorneys for Defendants

38500 Woodward Avenue

Suite 100

Bloomfield Hills, MI 48304

(248) 566-8560

May, Simpson & Strote, P.C.

By: Ronald P. Strote (P 23333)

100 West Long Lake Road

Suite 200

Bloomfield Hills, MI 48304-2774

(248) 646-9500

At a session of said Court, held in the Oakland County
Courthouse, Pontiac, Michigan on OCT 19 2005

Present: Hon. RUDY J. NICHOLS
Circuit Judge

Recitals

A. Plaintiff Fifth Third Bank ("Fifth Third") filed this lawsuit, together with a motion for the appointment of a receiver over the Defendants (the "Motion"), alleging the breach by Defendant John Richards Homes Signature Series, L.L.C. ("Signature") in the terms of various promissory notes (collectively, the "Signature Notes"). As of August 31, 2005, Plaintiff Fifth Third claimed that Defendant Signature was indebted to it in the aggregate sum of \$9,558,830.84, pursuant to the Signature Notes described as follows:¹

- i. Real Estate Mortgage Note in the original principal sum of \$3,750,000.00, dated December 17, 2002, as modified by an Amendment to Real Estate Mortgage Notes and Guaranty dated October 1, 2003; a Second Amendment to Real Estate Mortgage Notes and Guaranty dated

¹ Defendant Autumn Park, L.L.C. is also indebted to Plaintiff Fifth Third, pursuant to the terms of a separate promissory note, which was not repaid as agreed upon its maturity on June 1, 2005.

December 16, 2004, and by a Third Amendment to Real Estate Mortgage Notes and Guaranty dated April 29, 2005, effective as of April 1, 2005; and,

- ii. Real Estate Mortgage Note in the original principal sum of \$1,400,000.00, dated December 17, 2002, as modified by an Amendment to Real Estate Mortgage Notes and Guaranty dated October 1, 2003; a Second Amendment to Real Estate Mortgage Notes and Guaranty dated December 16, 2004, and by a Third Amendment to Real Estate Mortgage Notes and Guaranty dated April 29, 2005, effective as of April 1, 2005; and,
- iii. Real Estate Mortgage Note in the original principal sum of \$3,700,000.00, dated December 17, 2002, as modified and increased to the principal sum of \$7,200,000.00 by the February, 2004 Amendment defined in the Complaint; and,
- iv. Line of Credit Note in the original principal sum of \$650,000.00, dated September 30, 2003; as modified and increased to the principal sum of \$1,000,000.00 by the February, 2004 Amendment; as further modified and decreased to the principal sum of \$750,000.00 pursuant to a Third Amendment to Line of Credit Note and Guaranty dated August 30, 2004; and, as further modified and decreased to the principal sum of \$709,166.64 pursuant to a Fourth Amendment to Line of Credit Note and Guaranty executed on December 16, 2004, and effective as of October 1, 2004; and, as further modified and decreased to the principal sum of \$699,166.64 pursuant to a Fifth Amendment to Line of Credit Note and Guaranty dated April 29, 2005, and effective as of April 1, 2005.

B Repayment of the Signature Notes and all other indebtedness of Defendant Signature to Plaintiff Fifth Third is secured by various mortgages, as modified from time to time (collectively, the "Signature Mortgages"), encumbering various parcels of real property in the Westridge and Highpointe at Stonebridge condominiums in Washtenaw County, Michigan, and in projects commonly known as Parkview of Southfield, located in Southfield, Michigan; Oakhurst, located in Independence Township, Michigan; and, Autumn Park Subdivision No 1, located in Novi,

Michigan (collectively, the "Mortgaged Properties") A schedule of the Mortgaged Properties is attached to this Order

C. Pursuant to the terms of the underlying loan documents, Plaintiff Fifth Third is entitled to the appointment of a receiver for Defendant Signature, upon its failure to repay the Signature Notes as and when agreed. Plaintiff Fifth Third also contends that it is entitled to the appointment of a receiver for Defendant Signature pursuant to MCL §600 2926.

D. Intervening Defendant Stock Building Supply, LLC ("Stock"), which has asserted construction liens against portions of the Mortgaged Properties, was granted permission to intervene in this action, pursuant to an Order dated September 27, 2005. Stock maintains that a receiver is subject to the provisions of the Construction Lien Act, MCL §570 1122, *et seq.*

E. The hearing on the Motion was originally scheduled for October 5, 2005.

F. Plaintiff Fifth Third agreed to adjourn the hearing on the Motion to October 19, 2005 upon the express condition that Defendant Signature remitted an agreed upon sum to Plaintiff Fifth Third for application to the balance owing under the Signature Notes on or before an agreed upon date

G. Upon the failure of Defendant Signature to timely make the payments agreed upon as described in Paragraph F above, Plaintiff Fifth Third became entitled to the entry of this Consent Order appointing Barry P. Lefkowitz of Virchow, Krause & Company as receiver for Defendant Signature only.

H. Ultimately, Defendant Signature failed to timely fulfill its payment obligations and the Court being fully advised in the premises.

NOW, THEREFORE, IT IS ORDERED, consistent with the stipulation of the parties:

1. **Appointment of Receiver.** Barry P. Lefkowitz of Virchow, Krause & Company, whose address is 26211 Central Park Boulevard, Suite 220, Southfield, Michigan 48076 (the

"Receiver"), is appointed as receiver of all property of Defendant Signature (the "Receivership Property"), including but not limited to: the Mortgaged Properties, all books and records, on-site construction materials, all executory contracts for sale, all escrow deposits, down payments and other personal property, tangible or intangible, that is used or usable or related to its operations.

2 **Possession and Control of Receivership Property.** The Receiver is authorized to immediately take possession and control of the Receivership Property, and manage, complete construction, recommend and consummate the sale of all or any portion of same (subject to the approval of the Court), as deemed appropriate, and to otherwise exercise the powers and duties set forth in this Order.

3 **Actions in Furtherance of Possession and Control.** The Receiver is authorized to take any reasonable actions which he shall deem necessary or appropriate to take possession of, exercise full control over, to prevent waste and to otherwise preserve, manage, maintain, secure and safeguard the Receivership Property.

4 **Turnover of Receivership Property.** Defendant Signature and all of its employees and agents are directed to turn over all of the following relating to the Receivership Property to the Receiver, to the extent that they are in their possession, custody and control:

- a All keys and access codes.
- b. All documents and records useful in the construction of the residences on the Signature Mortgaged Properties, including but not limited to building permits, plumbing and HVAC drawings, site engineering drawings (for streets, utilities, sanitary sewers, etc.), landscape architectural drawings, soil borings reports, surveys, condominium documents, environmental reports, construction or materials contracts, architectural or design diagrams and building specifications.
- c. All work in process, materials, supplies "punch lists" and other pending work orders with respect to construction at the Receivership Property

- d. All construction contracts and subcontracts for construction to the Receivership Property
- e. All bids for contractor work.
- f. All draw requests
- g. All agreements with brokers or other commission agreements pertaining to sales of the Receivership Property.
- h. All executory contracts, including all amendments, for the sale of any units comprising the Receivership Property.
- i. All documents, books, records, computer files and records concerning the finances, operation and management of the Receivership Property.
- j. A list of all trade payables, and all details regarding same.
- k. All documents identifying pending litigation.
- l. All utility agreements
- m. Such other records pertaining to the operation, construction and sale of the Receivership Property as may be reasonably requested by the Receiver.

5. **Powers and Duties of Receiver.** The Receiver shall be vested with and shall discharge the following authority, powers and duties:

- a. The maintenance, securing, management, operation and preservation of the Receivership Property
- b. The assumption of control over the Receivership Property, including all escrow deposits, down payments and other cash collateral.
- c. The maintenance of a separate account with Fifth Third, in the Receiver's own name, as Receiver for Defendant Signature, from which the Receiver shall disburse all authorized payments, as provided in this Order. All funds which come into the possession of the Receiver shall be subject to the provisions of the Building Contract Fund Act, MCL §570.151, et seq.

- d The preparation and maintenance of books, records and financial reports of the Receivership Property, including but not limited to operating and income statements, balance sheets, and all other statements prepared for the Receivership Property, and provide copies of them to the parties to this action through their counsel.
- e The purchase of such insurance as the Receiver deems appropriate for the preservation and protection of the Receivership Property.
- f The receipt and endorsement of checks pertaining to the Receivership Property, either in the name of the Receiver or in the name of Defendant Signature.
- g The payment of all real estate and personal property taxes, and any other taxes or assessments against the Receivership Property, during the period of the Receivership.

6 **Access to Books and Records.** The Receiver shall permit Plaintiff Fifth Third, Stock, their agents and counsel access to the Receivership Property at all reasonable times, to inspect the Receivership Property and the books and records of Defendant Signature.

7 **Employment of Contractors, Completion of Construction.** The Receiver is authorized, but not required to, all without recourse against the Receiver, to:

- a Employ contractors, including contractors which have or may claim to have, construction liens against the Receivership Property, and to execute such contracts as the Receiver deems appropriate, subject to the rights of Plaintiff Fifth Third, and any other parties holding valid liens against the Receivership Property or Mortgaged Properties, as shall be applicable.
- b Enforce any existing contracts for the construction of improvements on the Mortgaged Properties.
- c Enforce, execute or terminate contracts providing for the furnishing of materials, or the construction of improvements; provided, however, that the Receiver shall not knowingly breach any contract without prior Court approval.

- d. Complete construction of improvements on the Mortgaged Properties
- e. Employ such surveyors, civil engineers, attorneys, agents and others, including but not limited to other employees of Virchow, Krause & Company, as the Receiver may from time to time deem appropriate
- f. Employ such brokers or agents as the Receiver may from time to time deem appropriate
- g. Prosecute and defend any lawsuits (excluding this action) relating to the Receivership Property

8. **Borrowing of Funds for Completion of Construction.** Subject to the approval of the Court, without affecting the rights of the parties relating to the Signature Notes, the Receiver is authorized, but not required, to borrow funds from Plaintiff Fifth Third, for the purpose of completing homes under construction, upon terms and conditions agreeable to Plaintiff Fifth Third and the Receiver. Upon receipt of the approval of the Court, the Receiver shall be authorized to execute all promissory notes, loan agreements, and amendments thereto, as shall be necessary to accomplish same.

9. **Exercise of Powers Available Under Applicable Law.** Without limiting or expanding the foregoing, the Receiver is authorized to exercise all powers generally available under the Construction Lien Act (MCL §§ 570 1121, *et seq.*), and other laws of the State of Michigan, including but not limited to MCL §600 2926, which may be incidental to the powers described in this Order, and to act on behalf of and in the name of Defendant Signature, as the Receiver shall deem appropriate.

10. **Further Instructions.** The Receiver shall have the right to apply to the Court for further instructions and authorization during the pendency of this action.

11. **Protective Advances.** Subject to the consent of Stock, or the order of the Court, all reasonable advances to the Receiver made by Plaintiff Fifth Third for the benefit of the Receivership Property, together with any other reasonable costs and expenses incurred by the Receiver pursuant to this Order shall be deemed to be protective advances under the Signature Notes and Mortgages, and shall be secured by Plaintiff Fifth Third's liens thereunder, and shall have priority over all claims and liens of all others claiming an interest in those specific units of the Mortgaged Properties affected by such advances.

12. **No Transfer of Title.** Nothing contained in this Order shall be construed to transfer title to the Receivership Property or Mortgaged Properties to the Receiver.

13. **Sale of Mortgaged Properties.** The Receiver is authorized to, on behalf and in the name of Defendant Signature, expeditiously and diligently sell parcels encumbered by the mortgage interests of Plaintiff Fifth Third with the approval of the Court, under the following conditions:

- a If feasible, the Receiver shall endeavor to honor existing executory contracts for sales of homes or parcels entered into by Defendant Signature, it being understood that the Receiver shall not knowingly breach any executory contract without approval of the Court.
- b All sales of homes shall be for cash, unless otherwise agreed in writing by Plaintiff Fifth Third and Stock
- c Sales to persons under existing executory contracts entered into by Defendant Signature, including those which have lapsed, and have been revived or reinstituted by the Receiver on the same terms and conditions as the original contract, shall be subject to the approval of Plaintiff Fifth Third and Stock
- d All sales approved by the Court shall be free and clear of all mortgage liens and construction liens (which shall attach to the net proceeds of sales, as provided in this Order). No person or entity shall have any redemption rights with respect to any sale effectuated by the

Receiver, and all such sales shall be final upon entry of an Order of the Court confirming same

14 **Execution of Sale Related Documents.** In connection with the sales of any portion of the Mortgaged Properties approved by the Court, the Receiver is authorized, in the name of Defendant Signature, to:

- a Execute deeds of conveyance
- b Attend and consummate closings at the offices of any title company acceptable to the Receiver and Plaintiff Fifth Third (the "Title Company").
- c Approve, with Plaintiff Fifth Third, and as applicable, Stock, closing statements with respect to sales, including all costs of closing, sales commissions, and other adjustments to the purchase price.
- d Obtain all mortgage and construction lien waivers, quit claim deeds, and such other documents as are reasonably requested by the Title Company or the Receiver to effectuate each sale, and to allow the issuance of the appropriate owner's policy of title insurance to each purchaser. The execution and delivery of such documents for the sole purpose of conferring marketable title to purchasers shall not affect the rights of mortgage or construction lien claimants, and all others whose rights shall be determined in accordance with the provisions of the Michigan Construction Lien Act or other applicable law, without regard to the delivery of such documents (except that such lien claims, to the extent deemed valid and binding, shall attach to the net proceeds of sale, and not to the Receivership Property).

15. **Disbursement of Net Sale Proceeds.** The "net proceeds of sale" shall be deemed to be the gross sale price of any portion of the Mortgaged Properties, less closing costs, sales commissions, and other adjustments approved by the Receiver, Plaintiff Fifth Third, and as applicable, Stock, to be disbursed in accordance with MCL 570.1124(1).

16 **Lien Priorities.** The rights and priorities of Plaintiff Fifth Third, other mortgage lien claimants, Stock, any other construction lien claimants, and any other parties with respect to the Receivership Property shall be determined in accordance with the Michigan Construction Lien Act and other law, without regard to the provisions of this Order.

17. **No Waiver of Claims and Defenses.** Nothing contained in this Order shall enlarge or restrict the claims and defenses of Plaintiff Fifth Third, other mortgage lien claimants, Stock, any other construction lien claimants, and all other parties claiming an interest, with respect to the Receivership Property.

18 **Compensation of Receiver and Agents.** The Receiver and all persons employed by Virchow, Krause & Company whose services are utilized by the Receiver shall be compensated, subject to the approval of the Court, at their normal hourly rates (\$335.00 per hour for the Receiver, \$95.00-\$235.00 per hour for associates), with invoices to be issued on a monthly basis. The Receiver shall be reimbursed for any reasonable out of pocket expenses incurred during the period of the Receivership concerning the obligations and duties set forth in this Order.

19. **Receiver's Reports.** The Receiver shall furnish to the Court and to all parties, through their respective counsel, periodic reports and statements accounting for all receipts and disbursements. The reports served upon counsel are subject to the confidentiality provisions set forth in this Order, and shall be submitted to the Court for its review *in camera*, and shall not be filed with the Clerk of the Court.

20 **Receiver's Bond.** The Receiver shall post a surety bond in an amount of not less than \$ 1,000.00. The cost of the bond shall be an expense of the Receivership, for which the Receiver shall be reimbursed in accordance with the terms of this Order.

21 **Confidentiality.** The parties to this action, their counsel, any experts retained by the parties, and all those in active concert or participation with them who receive actual notice of

this Order, or otherwise, shall keep all non-public information relating to the Receivership Property confidential, and all such persons are prohibited from disclosing any such information to anyone other than the parties to this action and their counsel, without the specific Order of the Court. Notwithstanding the foregoing, the Receiver, Plaintiff Fifth Third, Stock, and their attorneys and agents may provide potential purchasers, consultants, or any other appropriate persons with information useful for the marketing, selling or management of the Receivership Property.

22. **Lawsuits Against Receiver.** No person or entity shall file suit against the Receiver, or take other action against the Receiver, without an Order of the Court permitting the suit or action. Notwithstanding the foregoing, nothing in this Order shall serve to stay or otherwise enjoin any pending action to enforce lien rights, including but not limited to the foreclosure of mortgages encumbering properties owned by Defendant Signature, nor shall this Order in any way affect or expand any redemption rights held by Signature.

23. **No Personal Liability of Receiver.** The Receiver and his employees, agents and attorneys shall have no personal liability in connection with any obligations, liens or amounts owed to any of the creditors of Defendant Signature, resulting from the performance of their duties pursuant to this Order, it being understood that the rights of each such creditor shall be determined in accordance with applicable law.

24. **Breaches by Receiver.** The Receiver and his employees, agents and attorneys shall have no personal liability, and they shall have no claim asserted against them relating to the Receiver's duties under this Order, except for those arising from intentional tortious acts, breaches of fiduciary duties, acts committed in bad faith, gross negligence, gross or willful misconduct, malicious acts, or the failure to comply with this Order or any other Order of the Court.

25. **Interference with Receiver's Duties.** The parties to this action, those in active participation or concert with them who receive notice of this Order, and those having claims against

the Receivership Property who receive notice of this Order, are enjoined from interfering with the Receiver's actions in furtherance of performing the duties and carrying out the responsibilities outlined in this Order

26. **Receiver as Fiduciary.** The Receiver shall faithfully discharge all of the duties outlined in this Order, and shall obey all other Orders of the Court. The Receiver shall be deemed a fiduciary for the benefit of all persons having or claiming an interest in the Receivership Property, and shall exercise his office accordingly

27. **Commercial Reasonableness.** The Receiver's actions at all times shall be commercially reasonable, and the Receiver is subject to the personal jurisdiction of the Court.

28. **Acceptance of Appointment as Receiver.** The Receiver's duty to act in that capacity is subject to the written acceptance and approval of the terms of this Order. Upon acceptance, the Receiver shall be bound by the terms of this Order, and all obligations imposed hereby.

29. **Duration of Receivership.** This Receivership shall continue until the earlier of: (i) the sale of all Receivership Property; or, (ii) the further Order of the Court.

30. **Discharge of Bond.** The termination of the Receivership will not discharge the Receiver or the Receiver's bond

31. **Resignation of Receiver.** In the discretion of the Receiver, the Receiver may notify the Court and the parties that the Receivership is no longer practical. Upon such event, the Receiver's duties shall terminate thirty (30) days after filing the notice with the Court, followed by an Order of the Court terminating the Receivership.

32. **Removal of Receiver.** The Receiver may be removed either: (i) thirty (30) days after filing of a written demand for removal signed by Plaintiff Fifth Third's counsel, and filed with the Court; or, (ii) in the Court's equitable discretion, upon a motion for cause. If the Receiver is

removed, a successor receiver can be appointed by a stipulated order on behalf of the parties to this action. If the parties to this action are unable to agree on a successor receiver, the Court shall appoint a successor receiver, after a motion is filed by any party to this action requesting the appointment of same.

33. **Final Accounting.** Within thirty (30) days after the termination of the Receivership for any reason, the Receiver shall submit a final accounting for approval by the Court, with copies to be furnished to the parties to this action.

34. **Court Approval of Final Accounting.** Upon the Court's approval of the Receiver's final accounting, the Receiver shall be discharged, and his bond canceled.

35. **Lien Enforcement and Foreclosure Rights.** Nothing in this Order shall be construed to affect the rights of parties who have been granted mortgages or other liens upon properties owned by Defendant Signature, including the right to commence or continue foreclosure proceedings, either judicially or by advertisement. No further Order of the Court is necessary for a mortgagee or lien claimant to commence a foreclosure, either judicially or by advertisement.

36. **Amendment of Order.** This Order may be amended for cause, either upon the stipulation of the Receiver and the parties, or for cause, after a motion and hearing. No amendment to this Order shall affect the rights of persons or entities who are able to demonstrate that they relied upon the pre-existing terms of this Order to their detriment.

37. **No Prejudice.** This Order shall not prejudice the rights of any party to any claim, right or defense which they may have to Plaintiff Fifth Third's claims set forth in the Complaint.

RUDY J. NICHOLS

Circuit Judge

** THIS ORDER SHALL BECOME EFFECTIVE AT 12:00 P.M. OCTOBER 26, 2005 IF THE PLAINTIFF HAS NOT RECEIVED THE SUM OF \$3,500,000.00 IN IMMEDIATELY AVAILABLE FUNDS PAID ON BEHALF OF THE DEFENDANTS, ON OR BEFORE THAT TIME AND DATE.*

VILLAGE OF DEXTER - ZONING BOARD OF APPEALS

8140 Main Street, Dexter, Michigan 48130-1092 Phone (734)426-8303 ext. 15 Fax (734)426-5614

NOTICE OF DECISION

TO: Village Council
Planning Commission

CC: Paul Cook and Kathleen Irvine, 2830 Baker Road, Dexter, MI 48130
Rich Henes, Cornerstone Design, 28 Jackson Industrial Dr., Ann Arbor, MI
Donna Dettling, Village Manager

FROM: Allison Bishop, Community Development Manager

DATE: Wednesday, December 14, 2005

RE: ZBA Decision (Case #2005-11) Katie's Restaurant
Tax ID's HD-08-06-400-005

In compliance with the Zoning Board of Appeals Rules of Procedure and Policy, Article III, notice of the following ZBA decisions is given to Village Council and Planning Commission:

Variance Request (ZBA Case #2005-11)

On December 13, 2005, the ZBA reviewed a variance request, submitted by Paul Cook and Kathy Irvine, Katie's Restaurant, 2830 Baker Road, to waive the Section 6.06 of the Village of Dexter Zoning Ordinance:

Section 6.06 Landscaping Buffer between Land Uses between Commercial properties. The applicant proposed to encroach 6 feet into the 10-foot required landscaping buffer.

The Board and the applicant discussed the request, including but not limited to the following: surrounding building setbacks, the approximately 5 foot grade/elevation difference between the building to the south (Colorbok), possibility of the installation of shrubs to break up with wall, and the applicant's elimination of a curb cut and plans to move the building to the front of the site

The board discussed how the request was not self created because of the applicant's choosing to bring the building to the front of the site based on village goals despite the site constraints that it posed. The board also discussed the applicant's building design as promoting the village's goals for the Baker Road Corridor.

ZBA Decision

On December 13, 2005, the Village of Dexter Board of Zoning Appeals moved the following:

-Moved Stacey, support Rush, Based on the information provided by the applicant at the December 13, 2005 Zoning Board of Appeals meeting the board determines that the request to waive the requirements of Section 6.06 Landscape Screening Between Land Uses, submitted by Katie's Restaurant to permit the construction of an access drive six (6) feet within the required landscape buffer **GRANTED**, for the property located at 2830 Baker Road because the proposed variance **MEETS** the conditions required for the granting of a variance.


The determination was made with consideration of the following per Section 24.05 of the Village of Dexter Zoning Ordinance and as stated in the review:

1. Substantial Justice - Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district; or, as an alternative, granting of lesser variance than requested would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.
2. Practical Difficulties - Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonably prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.
3. Relationship to adjacent land uses - The development permitted upon granting of a variance shall relate harmoniously in a physical and economic sense with adjacent land uses and will not alter the essential character of the neighborhood. In evaluating this criterion, consideration shall be given to prevailing shopping patterns, convenience of access for patrons, continuity of development, and the need for particular services and facilities in specific areas of the Village.

Please feel free to contact me with any questions regarding the variance request or decision.

Thank you.

Respectfully submitted,


Allison Bishop, AICP
Community Development Manager

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: December 27, 2005
Re: VM Report

12-27-05
I - 4

1. Meeting/Activity Review:
 - December 13, 2005 – Meeting with Doug Volshell of MEDC re: CDBG Revolving Loan funds.
 - December 15, 2005 – Meeting regarding potential redevelopment in CBD
 - December 20, 2005 – Met with Tom Traciak to prepare for Rate Study
 - December 22, 2005 – Facility Committee Meeting
2. Scio Twp Joint Meeting. Darrell Fecho and I had worked out Monday, February 20th for the joint session between the Village and Scio Township. As it turns out this is Presidents day and both municipalities will be closed that day. Scio Township Board asked Darrell to set something up for March instead.
3. Infrastructure Strategic Planning Session Saturday, January 21, 2006, 9:00a to 1:00p at the Senior Center (if available). At NatCity in the basement as a backup meeting place.
4. Wireless Washtenaw Master Participation Agreement John Hanifan has tentatively arranged for a representative of Wireless Washtenaw to attend the Council meeting on January 9, 2006 to discuss the Master Participation Agreement. This document was provided for your review in the 12-12-05 packet.
5. Light at Baker and Dan Hoey A meeting with Dexter Community School, Washtenaw County Road Commission and the village is tentatively scheduled for January to discuss the possibility of a coordinated cost share project to improve traffic movement on Baker Road.
6. WCRC Bridge Discussion. I have been in contact with Brian Shorkey, County Transportation Planner, he is scheduling a meeting for early January to continue discussion of the bridge/dam project cost share.
7. Office Closed for Holiday- Friday, December 30th, 2005 and Monday, January 1st, 2006 in observation of the New Year.

Have a Happy and Safe New Year!

4-1

SUMMARY OF BILLS AND PAYROLL

Payroll Check Register	12/21/05	\$32,281.04	Bi-weekly payroll processing
		\$32,281.04	GROSS PAYROLL TOTAL
Account Payable Check Register	12/28/05	\$112,856.03	ACCOUNTS PAYABLE TOTAL NEXT BILLS AND PAYROLL
		\$145,137.07	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments

ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

VENDOR APPROVAL SUMMARY REPORT

Date: 12/21/2005

Time: 10:08am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ERIN M. AIKEN	AIKEN/ERIN	DENIAL REIMBURSEMENT (E AIKEN)	85.95	0.00
ANN ARBOR TECHNICAL SERVICES	A2 TECHNIC	LABORATORY SERVICES	1,619.57	0.00
KURT AUGUSTINE	AUGUSTINE/	DENTAL REIMBURSEMENT	99.50	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	HEALTH COVERAGE 01/01-01/31 06	15,435.59	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WATER COOLER	70.00	0.00
CHOICEPOINT SERVICES	CHOICEPOIN	DRUG IESI	38.00	0.00
COMCAST - DPW	COMCAST -	DPW	95.00	0.00
COMFORT ZONE MECHANICAL	COMFORI ZO	MAINIENANCE	198.75	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	DIESEL MIX	1,345.44	0.00
CURRENT ELECTRIC MOTOR SUPPLY	CURRENT EL	REBUILD MOTOR	1,025.00	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	COVERAGE 01/01-01/31 05'	233.40	0.00
DEXTER DENTAL CENTER PLLC	DEXTER	CAROL AUGUSTINE	328.50	0.00
DEXTER MILL	DEX MILL	CAPE COAT, GLOVES,BOOT SOCKS	464.05	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	9.29	0.00
DTE ENERGY	DET EDISON	2949-542-0004-3	3,857.75	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	12529	4,454.90	0.00
DYKEMA GOSSETT PLLC	DYKEMA	UNION MOU	4,285.50	0.00
EIAINES GALLERY	ELAINES	FLAK-IT	58.40	0.00
JO GARLACZ	JO	3616 CENIRAL	35.00	0.00
KENCO, INC.	COUNIRY MA	COUNIRY MARKEI	28.77	0.00
KLAPPERICH WELDING	KLAPPERICH	WRENCH	30.00	0.00
LESSORS WELDING SUPPLY	LESSORS	OXYGEN, ACEIYLENE	106.10	0.00
MARK HANSELMAN, DDS	HANSELMAN	DENIAL REIMBURSEMENT(A. BISHOP	72.00	0.00
MICHIGAN MUNICIPAL RISK	MI RISK MG	COVERAGE IHRU 06/30/06	17,434.00	0.00
MORTON SALT	MORTON SAL	SALT	1,736.00	0.00
NEXTEL COMMUNICATIONS	NEXIEL COM	CELLULAR SERVICE	437.20	0.00
PACK & MAIL PLUS	PACK & MAI	SHIPPING	93.95	0.00
QUALITY COPY CENTER	QUAL COPY	BUSINESS CARDS	88.00	0.00
ROGER STEVENS	ROGER	WAIER DEPOSIT	35.00	0.00
RONALD A. MEYER ELECTRIC, INC.	RON MEYER	BANNER LABOR	383.00	0.00
SENSUS METERING SYSTEMS	SENS	SOFTWARE SUPPORT	1,000.00	0.00
SHULTS EQUIPMENT, INC.	SHULIS EQU	DOUBLE FLASH	350.85	0.00
TELEDYNE BROWN ENGINEERING	TELEDYNE	REPAIRED AND RETURNED CONTROLL	1,327.97	0.00
VERDIN COMPANY	VERDIN	2006 PMA RENEWAL	455.00	0.00
WASHTENAW COUNIY TREASURER	W CTY TREA		22,208.44	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL SERVICE	33,138.08	0.00
WOLVERINE TRACTOR & EQUIPMEN	WOLV IR	BATTERY	192.08	0.00
Grand Total:			112,856.03	0.00

INVOICE APPROVAL LIST BY FUND

Date: 12/21/2005

Time: 10:10am

Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Village Manager							
101-172.000-721.000	Health & I		BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	887.44
			HEALTH COVERAGE 01/01-01/31 06		053430003845		
101-172.000-721.000	Health & L		DENTAL NETWORK OF AMERICA	0		12/20/2005	116.70
			COVERAGE 01/01-01/31 05'		100683		
101-172.000-721.000	Health & L		ERIN M. AIKEN	0		12/20/2005	85.95
			DENTAL REIMBURSEMENT (E AIKEN)		12/12/05		
101-172.000-727.000	Office Sup		ELAINE'S GALLERY	0		12/20/2005	58.40
			PLAK-IT		12/19/05		
Total Village Manager							1,148.49
Dept: Attorney							
101-210.000-810.000	Attorney F		DYKEMA GOSSETT PLLC	0		12/20/2005	3,800.00
			GORDON HALL ISSUES		1070576		
101-210.000-810.000	Attorney F		DYKEMA GOSSETT PLLC	0		12/20/2005	328.00
			NUISANCE ORD REVIEW				
101-210.000-810.000	Attorney F		DYKEMA GOSSETT PLLC	0		12/20/2005	157.50
			UNION MOU				
Total Attorney							4,285.50
Dept: Village Treasurer							
101-253.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	1,008.40
			HEALTH COVERAGE 01/01-01/31 06		053430003845		
Total Village Treasurer							1,008.40
Dept: Buildings & Grounds							
101-265.000-728.000	Postage		PACK & MAIL PLUS	0		12/20/2005	14.10
			SHIPPING				
101-265.000-920.000	Utilities		DTE ENERGY	0		12/20/2005	19.21
			2949-542-0004-3				
101-265.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		12/20/2005	128.60
			CELLULAR SERVICE		593543512-045		
101-265.000-937.000	Equip Main		CHAMPION WATER TREATMENT	0		12/20/2005	70.00
			WATER COOLER		29946		
Total Buildings & Grounds							231.91
Dept: Law Enforcement							
101-301.000-803.000	Contracted		WASHIENAW COUNTY TREASURER	0		12/20/2005	22,208.44
					100210		
101-301.000-920.000	Utilities		DTE ENERGY	0		12/20/2005	151.35
			3219-953-0011-8				
101-301.000-920.000	Utilities		DTE ENERGY	0		12/20/2005	193.13
			3219-953-0011-8				
Total Law Enforcement							22,552.92
Dept: Fire Department							
101-336.000-721.000	Health & I		BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	4,564.82
			HEALTH COVERAGE 01/01-01/31 06		053430003845		
101-336.000-920.000	Utilities		DTE ENERGY	0		12/20/2005	257.50
			3219-953-0011-8				
Total Fire Department							4,822.32
Dept: Planning Department							
101-400.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	887.44
			HEALTH COVERAGE 01/01-01/31 06		053430003845		
101-400.000-721.000	Health & L		MARK HANSELMAN, DDS	0		12/20/2005	72.00
			DENTAL REIMBURSEMENT (A BISHOP		12/12/05		
101-400.000-901.000	Printing &		PACK & MAIL PLUS	0		12/20/2005	31.60
			COLOR COPIES		119		
101-400.000-901.000	Printing &		QUALITY COPY CENTER	0		12/20/2005	88.00
			BUSINESS CARDS		05-0332		
Total Planning Department							1,079.04
Dept: Department of Public Works							
101-441.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	432.44
			HEALTH COVERAGE 01/01-01/31 06		053430003845		
101-441.000-721.000	Health & L		KURT AUGUSTINE	0		12/20/2005	99.50
			DENTAL REIMBURSEMENT		12/12/05		
101-441.000-721.000	Health & L		DEXTER DENTAL CENTER PLLC	0		12/20/2005	328.50
			CAROL AUGUSTINE		348		

INVOICE APPROVAL LIST BY FUND

Date: 12/21/2005

Time: 10:10am

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Village of Dexter

Fund	Department	Account	GI Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Department of Public Works								
		101-441 000-721 000	Health & L	DENIAL NETWORK OF AMERICA	0		12/20/2005	116 70
				COVERAGE 01/01-01/31 05'		100683		
		101-441 000-740 000	Operating	LESSORS WELDING SUPPLY	0		12/20/2005	99 50
				ACETYLENE, DISSOLVED		428833		
		101-441 000-740 000	Operating	LESSORS WELDING SUPPLY	0		12/20/2005	6 60
				OXYGEN, ACETYLENE		140303		
		101-441 000-745 000	Uniform Al	DEKTER MILL	0		12/20/2005	66 65
				PULLOVER, FLANNEL SHIRT		49747		
		101-441 000-751 000	Gasoline &	CORRIGAN OIL COMPANY	0		12/20/2005	934 63
				DIESEL MIX		767987		
		101-441 000-920 000	Utilities	COMCAST - DPW	0		12/20/2005	95 00
				DPW		9304540		
		101-441 000-920 000	Utilities	DTE ENERGY	0		12/20/2005	151 34
				3219-953-0011-8				
		101-441 000-920 000	Utilities	DTE ENERGY	0		12/20/2005	193 13
				3219-953-0011-8				
		101-441 000-920 001	Telephones	NEXTEL COMMUNICATIONS	0		12/20/2005	128 60
				CELLULAR SERVICE		593543512-045		
		101-441 000-939 000	Vehicle Ma	SHULTS EQUIPMENT, INC	0		12/20/2005	350 85
				DOUBLE FLASH		0019271-IN		
		101-441 000-939 000	Vehicle Ma	WOLVERINE TRACTOR & EQUIPMEN	0		12/20/2005	192 08
				BATTERY		069386		
		101-441 000-963 000	Medical Ex	CHOICEPOINT SERVICES	0		12/20/2005	38 00
				DRUG TEST		949649		
Total Department of Public Works								3,233.52
Dept: Downtown Public Works								
		101-442 000-802 000	Profession	RONALD A MEYER ELECTRIC, INC.	0		12/20/2005	208 00
				REPAIR UNDERGROUND PIPES		9084		
		101-442 000-802 000	Profession	RONALD A. MEYER ELECTRIC, INC.	0		12/20/2005	175 00
				BANNER LABOR		9103		
		101-442 000-802 000	Profession	VERDIN COMPANY	0		12/20/2005	455 00
				2006 PMA RENEWAL		MIDE080		
Total Downtown Public Works								838.00
Dept: Municipal Street Lights								
		101-448 000-920 003	St Lights	DTE ENERGY-STREET LIGHTING	0		12/20/2005	2,594.24
				#12526		11/10/05		
		101-448 000-920 003	St Lights	DTE ENERGY-STREET LIGHTING	0		12/20/2005	1,615.82
				12528				
		101-448 000-920 003	St Lights	DTE ENERGY-STREET LIGHTING	0		12/20/2005	244.84
				12529				
Total Municipal Street Lights								4,454.90
Dept: Solid Waste								
		101-528 000-805 000	Solid Waste	WASTE MANAGEMENT	0		12/20/2005	15,462.35
				RESIDENTIAL SERVICE		1351326		
		101-528 000-805 000	Solid Waste	WASTE MANAGEMENT	0		12/20/2005	17,675.73
				COMMERCIAL SERVICE		1206536		
Total Solid Waste								33,138.08
Dept: Parks & Recreation								
		101-751 000-721 000	Health & I	BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	69 75
				HEALTH COVERAGE 01/01-01/31 06		053430003845		
Total Parks & Recreation								69.75
Dept: Insurance & Bonds								
		101-851 000-721 001	Retiree He	BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	1,830.45
				HEALTH COVERAGE 01/01-01/31 06		053430003845		
		101-851 000-911 000	Insurance	MICHIGAN MUNICIPAL RISK	0		12/20/2005	7,545.44
				COVERAGE THRU 06/30/06		90882-3		
Total Insurance & Bonds								9,375.89
Fund Total								86,238.72
Fund: Major Streets Fund								
Dept: Routine Maintenance								
		202-463 000-721 000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		12/20/2005	362.69
				HEALTH COVERAGE 01/01-01/31 06		053430003845		

INVOICE APPROVAL LIST BY FUND

Date: 12/21/2005

Time: 10:10am

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Village of Dexter

Fund	Department	Account	GI Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Major Streets Fund								
Dept: Routine Maintenance								
202-463	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	1,626.59
Total Routine Maintenance								1,989.28
Dept: Traffic Services								
202-474	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	111.60
202-474	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	203.98
Total Traffic Services								315.58
Dept: Winter Maintenance								
202-478	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	223.20
202-478	000-740	000	Operating	MORTON SALT SALT	0	615172	12/20/2005	1,736.00
202-478	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	305.10
Total Winter Maintenance								2,264.30
Fund Total								4,569.16
Fund: Local Streets Fund								
Dept: Routine Maintenance								
203-463	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	111.60
203-463	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	406.62
Total Routine Maintenance								518.22
Dept: Traffic Services								
203-474	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	27.90
203-474	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	203.31
Total Traffic Services								231.21
Dept: Winter Maintenance								
203-478	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	55.80
203-478	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	304.56
Total Winter Maintenance								360.36
Fund Total								1,109.79
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548	000-721	000	Health & L	BLUE CARE NETWORK OF MICHIGAN HEALTH COVERAGE 01/01-01/31 06	0	053430003845	12/20/2005	3,889.65
590-548	000-743	000	Chem Lab	KENCO, INC. COUNTRY MARKET	0	46888	12/20/2005	28.77
590-548	000-745	000	Uniform Al	CAPE COAT, GLOVES, BOOT SOCKS	0	48175	12/20/2005	231.15
590-548	000-824	000	Testing &	ANN ARBOR TECHNICAL SERVICES FIELD & LABORATORY SERVICES	0	2342	12/20/2005	1,519.57
590-548	000-824	000	Testing &	ANN ARBOR TECHNICAL SERVICES LABORATORY SERVICES	0	2340	12/20/2005	100.00
590-548	000-824	000	Testing &	DEXTER PHARMACY SHIPPING	0	12/05/05	12/20/2005	9.29
590-548	000-911	000	Insurance	MICHIGAN MUNICIPAL RISK COVERAGE THRU 06/30/06	0	90882-3	12/20/2005	5,082.80
590-548	000-920	000	Utilities	DTE ENERGY 4667-427-0001-9	0		12/20/2005	738.39
590-548	000-920	000	Utilities	DTE ENERGY 3219-953-0009-2	0		12/20/2005	13.80
590-548	000-920	001	Telephones	NEXTEL COMMUNICATIONS CELLULAR SERVICE	0	593543512-045	12/20/2005	102.88

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: December 27, 2005
Re: Proposal for "Additional" Professional Engineering Services for the Mill Creek Dam Removal Study -Cost not to exceed \$7,800

Attached is a proposal for engineering services provided by James Hegarty, P.E from Prein&Newhof to provide additional services for the Mill Creek Dam Removal. An itemized scope of services is attached. The total estimated professional fees to complete sediment testing as needed by the MDEQ to advance the dam removal permit process is \$7,800.

Approximately \$10,000 remains in Fund 101 210 000.812.000 Mill Pond Dam to cover this additional work. **A motion authorizing the work be completed per the attached scope of work not to exceed \$7,800.00 is needed.**

Reconciliation of work completed to date and total expended by the Village.

- Original study proposal- not to exceed \$10,500

This amount was approved in June and invoices totaling \$10,500 have been paid to date.

A copy of the Executive Summary Jim Hegarty provided at the 12-12-05 meeting is included with this memo. The report that is to be submitted to Council as part of the original proposal is complete, except for the final cost estimate for sediment management.

- Work performed by P&N that went beyond the original scope of work

First round of MDEQ meetings (Sallee in Jackson & Roskoskey in Lansing) \$2,500

Soil Boring completed by SME \$2,500

Meeting with MDEQ Multi-Media Coordinator in Jackson \$1,800

Each of these additional tasks were discussed and approved as the original study progressed. The additional amount totals \$6,800

Total expenses to date for Dam Removal Services performed by Prein & Newhof \$17,300.00.

This does not include the services requested above \$7,800 to complete the testing protocol.

The total after this work is completed will be \$25,100.00.

It is important to understand that continued effort on the "Dam Removal Project" is to get the MDEQ to support a Dam Removal Permit that does not require extensive sediment removal measures. If the Village could accept a \$15 million dam removal project, we can get to YES with the MDEQ today.

As you know this project is complicated by the WC Road Commission-Bridge Project, and potential cost share issues. The Village continues to aggressively pursue several grant funding opportunities for this project, but there is no clearly defined cost risk for the village at this time.

December 19, 2005
2050604G

Ms. Donna Dettling, Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092

Re: Dexter Dam Removal Sediment Study/Testing

Dear Ms Dettling:

After last week's meeting with MDEQ representatives in Jackson, I've had an opportunity to develop a scope of work for the next phase of your dam removal investigation. I also have had a couple of brief discussions with MDEQ subsequent to that meeting to clarify some minor issues.

Your next step is to attempt to characterize both the chemical make-up and soil grain size of impounded sediments. It is still our hope to minimize your costs to manage them. These tests should give us an indication as to the direction of the sediment management portion of this project. Here is our proposed scope of work and estimated costs for the "next step"

Do field work in impoundment including visual observations of the sediment, some sediment probing, sample site locations for sediments, linear park and background levels. **\$1,200**

Using existing cross-sections from MDEQ's FEMA Map update survey, refine estimate of sediment location, depth, volume and potential for mobilization using either graphic or computer modeling techniques **\$3,200**

Design and submit MDEQ testing protocol. Communicate with your volunteers as to locations, sampling and testing criteria and methods **\$1,200.**

Evaluate results and present to MDEQ, and attend a follow-up meeting. **\$2,200**

TOTAL ESTIMATED PROFESSIONAL FEES.....\$7,800.

Your volunteer sampling and testing costs, if any, would be in addition to these fees.

If this is acceptable to the Village, please let me know and we will get started immediately.

Sincerely,

Prein&Newhof

James R. Hegarty, P E
jhegarty@preinnewhof.com
www.preinnewhof.com

Dexter Dam Removal Project

Executive Summary of Engineering Report

November 2005

D-1
12-12-05
Dam file

Goal: The goal of the report is to estimate the cost and feasibility of removing the Dexter Dam from Mill Creek.

Background: The Dexter Dam has been in place in one form or another since 1824. The current dam is a steel sheet piling wall driven across the stream channel that was installed as a "temporary" structure when the Main Street Bridge was built in 1932. Based upon the 1932 bridge plans developed by MDOT, the steel sheets penetrate to a depth about 30 ft measured from the dam's crest to toe of the sheet piles. A recent soil boring determined that the soil into which the piles are driven appears to have sufficient strength such that the steel sheet piling needs no additional structural buttressing or reinforcing to act independently as a dam. The dam appears to be in good shape, and it is not connected to the adjacent bridge.

Challenges: There are three challenges to removing the Dexter Dam:

1. Controlling the stream's flow during demolition.
2. The actual demolition.
3. Managing the movement of the sediments currently trapped in the dam's impoundment.

In this case, we believe that the contractor can divert the stream flow from one side of the dam's crest to another without taking any costly pre-emptive measures such as driving a steel sheet piling curtain upstream of the dam's crest to divide the dam into halves.

Similarly, using underwater steel cutting technology, a contractor can systematically remove the dam's crest by cutting an ever-widening and deepening notch through the structure until such time as flow levels are equalized upstream and downstream of the dam. This method will enable the water level in the impoundment to drop about six inches per day until the stream is fully restored to its pre-dam slope and bottom elevation.

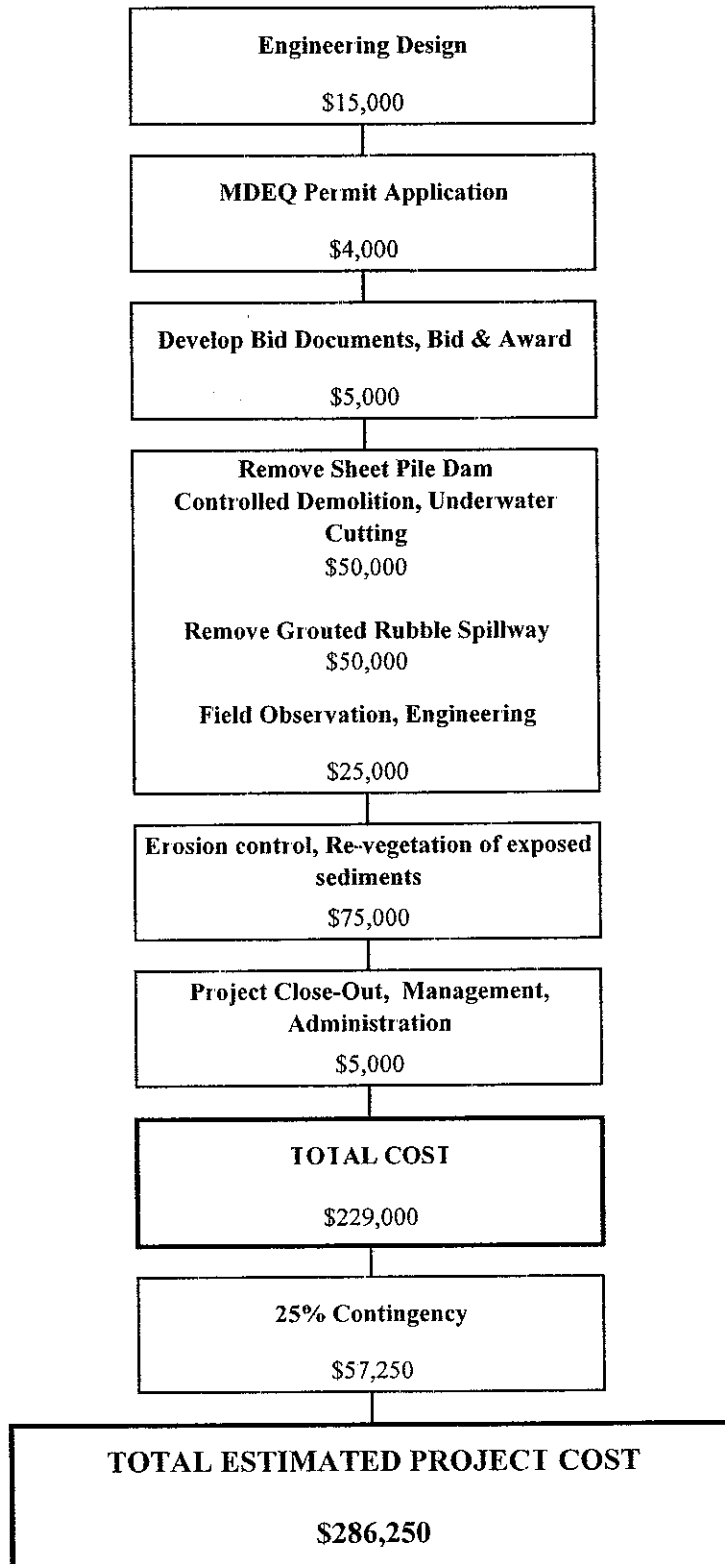
In this case, there are sediments trapped behind the dam which may exclude a carefully-planned drawdown and release as a part of the removal project. Elevated metals levels were discovered in sediments in 1996 tests performed by the Village's consultant. Recent discussions with MDEQ have revealed several factors that have the potential to impact the cost of the project by more than \$1,000,000. First, based upon the 1996 tests, the sediment may need to be pre-emptively excavated or dredged from the impoundment. Next is the issue of disposal. It can be either be spread and capped in an off-site location (perhaps the adjacent low ground) or taken to a landfill. We estimate that at least 10,000 cubic yards of sediment may mobilize if a controlled drawdown is utilized in the removal process. This amount of sediment would be about 6 ft high if piled on a football field.

Current Status: We have been meeting with various MDEQ representatives to discern what steps we'll need to take to keep moving forward with this process. Because of its obvious prohibitive cost, we are doing all that we can to avoid a costly sediment management process. Unfortunately, there currently is not agreement within MDEQ as to how to handle the unique situation of sediment mobilization and exposure during a dam removal project. Our current efforts are to develop a strategy to approach MDEQ such that a favorable and affordable decision is likely.

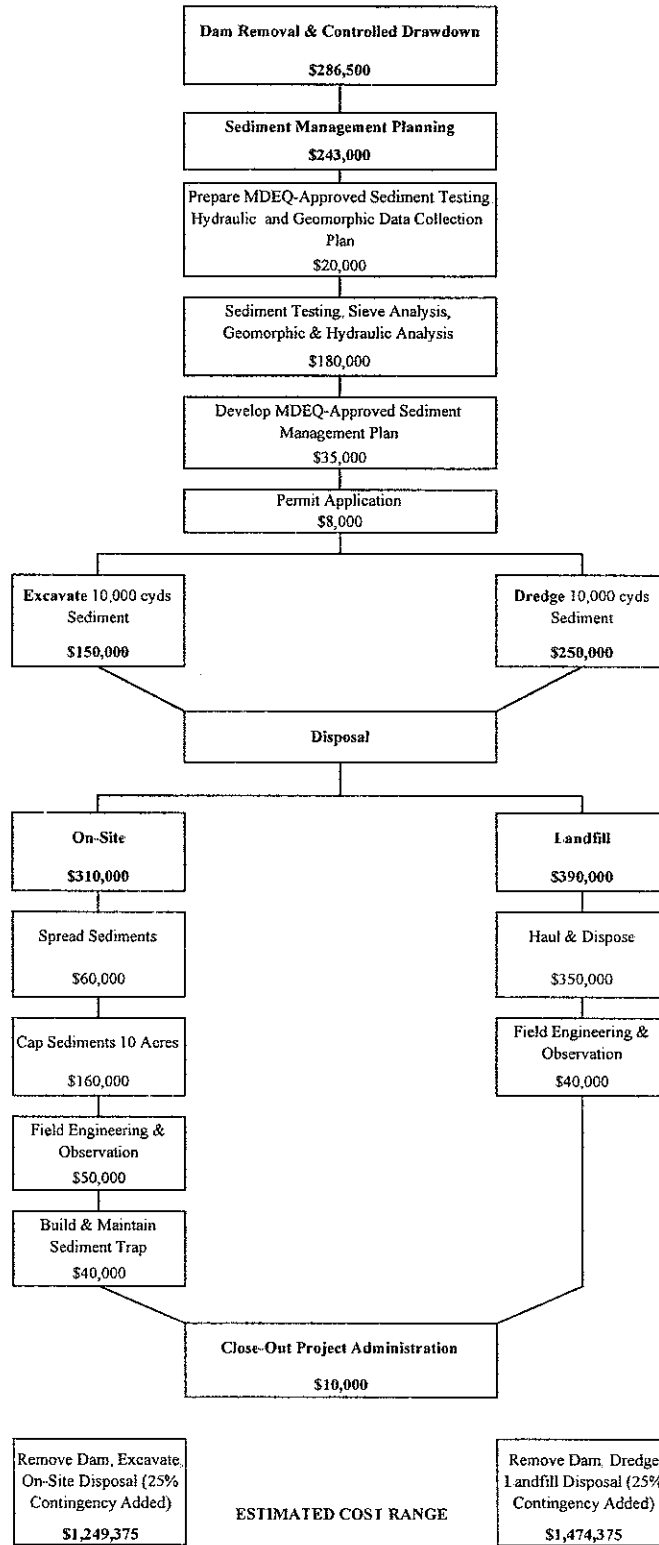
Cost Estimates: If a controlled drawdown and dam demolition with minimal sediment management is approved, the total project cost is estimated at just under \$300,000. If an aggressive sediment management program is required, those costs jump to between \$1,300,000 and \$1,500,000. The attached sheets show cost estimates.

VILLAGE OF DEXTER

DAM REMOVAL USING CONTROLLED DRAWDOWN WITHOUT SEDIMENT MANAGEMENT



VILLAGE OF DEXTER
DAM REMOVAL WITH SEDIMENT MANAGEMENT



VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: December 27, 2005
Re: Employment Agreement- Village Manager

Included with this memo is a copy of the Employment Agreement for the Village Manager. As discussed during the closed session at the last Council meeting, the agreement reflects a 4% increase effective May 21, 2005 and a 4% increase effective May 21, 2006 for satisfactory performance during the review period and acceptable achievement of performance objectives.

Council agreed to review the employment agreement again in May of 2007.

Other changes to the employment agreement in bold, include a \$50 increase from \$350 to \$400 for an auto allowance effective January 2006. Also increased is the tuition reimbursement, from \$2,420 to \$3,000 "Capped" per year.

A motion authorizing the Village President to sign the employment agreement is needed.

Thanks,

**EMPLOYMENT AGREEMENT
VILLAGE MANAGER
VILLAGE OF DEXTER
2005 and 2006**

This is an employment contract (the "Contract"), made and entered into this 27th Day of December 2005 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Donna Dettling, hereinafter called "Dettling" as party of the second part.

WHEREAS, It is the desire of the employer to continue the employ Dettling as Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Dettling desires to accept continued employment as Village Manager of the Village of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: inconsideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES

Ms Dettling agrees to continue in service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Village Manager by the Village President, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

SECTION 2 TERM OF EMPLOYMENT

- A. Dettling agrees to remain in the employ of the Employer until her termination date. The term of employment under this contract commences May 21, 2005, and will continue for 2 years, at the pleasure of the Employer.
- B. In the event written notice of termination is not given by either party of this contract 90 days prior to its expirations date as hereinafter provided, agreement shall be extended on the same terms and conditions as herein provided, for an additional period up to one year.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Dettling. Dettling may be suspended, terminated and /or removed by affirmative vote of the majority of the members of the Council for any reason or no reason, and with or without cause, as determined by the Council.
- D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Dettling to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION

Employer may suspend Dettling with pay and benefits at any time during the term of this agreement for any reason or no reason, with or without cause, and for any period of time, upon an affirmative vote of the majority of the members of the Village Council.

SECTION 4 TERMINATION AND SEVERANCE PAY

In the event Dettling is terminated by the Council without stated cause before expiration of this agreement and during such time that Dettling is willing and able to perform her duties under this Agreement, then in that

event, Employer agrees to pay Dettling a lump cash payment equal to three months salary during the first year; five months salary during the second year; six months salary during the third year and subsequent years of employment. Dettling shall also be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of his employment. In the event Dettling is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and / or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe, is true, and / or [3] the willful and habitual failure to perform duties and responsibilities in the manner prescribed by the Council.

SECTION 5 RESIGNATION

In the event Dettling voluntarily resigns her position with Employer before expiration of this agreement, then Dettling shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY

Employer agrees to pay Dettling for her services, rendered pursuant hereto, an annual base salary of **\$64,200 effective May 21, 2005**, payable in installments at the same time as other management employees of the Employer are paid. **On May 21, 2006 the annual base salary will be \$66,768**. In addition, Employer agrees to review said base salary and/or benefits of Dettling on the basis of an annual performance review of Dettling made on or about employee's anniversary date, with the next review scheduled for May 2007. The Village Manager position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION

The Council will review goals and evaluate the performance of Dettling once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Dettling, which may be added to or deleted from as the Council sees fit. Further, the President and the Village council shall provide Dettling with a summary of the Council's evaluation of performance and provide an adequate opportunity for Dettling to discuss the evaluation with Council.

Each year, in January but no later than the end of the fiscal year, Council and Dettling shall define the goals and performance objectives that they determine necessary for the proper operation of the Village of Dexter and in the attainment of the Council's objectives. The Council working with Dettling shall also establish priority among those various goals and objectives and attempt to reasonably ensure they are attainable within the annual operating and capital budgets adopted by the Council.

SECTION 8 AUTOMOBILE

Employer will provide a monthly automotive allowance of **\$400 "Capped" effective January 1, 2006** for the use of Dettling's personal vehicle.

SECTION 9 FRINGE BENEFITS

Vacation Time - Dettling shall be credited with twenty [20] days vacation leave annually on her anniversary date. In the event that Dettling does not complete the year her vacation time will be prorated. The balance available will be determined by the total days received annually divided by 12 months, which is accrued on the first day of each month. Unused vacation time will be paid in the year accrued except that five [5] days may be carried forward to the next year. The practice of paying for vacation time will cease.

Sick Time - Dettling shall receive ten [10] days sick leave each year. Sick leave may be accrued and carried forward equal to the number of days needed to cover a 3-month period of disability. Dettling may

accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

Insurance Benefits – Except as otherwise provided in this Contract, the Employer agrees to provide Dettling the same comprehensive health, dental, life (\$50,000) and long and short term disability insurance, under the same plans as apply to other Department Heads of the Employer. The Village will pay up to an additional \$100 per month, if Dettling selects improved benefits provided by Blue Cross/Blue Shield of Michigan Plan (Traditional Coverage). Dettling may choose to be compensated for 60% of the total actual value of Medical and Rx coverage at the single rate. Compensation will be made on the first pay period of December.

Retirement – The Employer agrees to contribute 10% of Dettling's gross pay to the retirement programs of Dettling's choice.

SECTION 10 PROFESSIONAL DEVELOPMENT

- a. After the successful completion of 1 year, employer agrees to budget for and to pay for/tuition reimburse up to \$3,000 "Capped" effective (May 21, 2005) and thereafter until such time as proof of graduation is presented and this benefit is rolled into the salary. Provided that said tuition is at University level education where the letter grad received is a C or better. 50% payable upfront and 50% payable upon successful completion of the course. This benefit is hereby capped at \$3,000 per year. Upon receipt of a Master's Degree in Public Administration, the annual amount of this benefit will be rolled into Dettling's salary.
- b. Professional Growth: In addition, the Village agrees to pay for travel and subsistence expenses of Dettling for courses, institutions, and seminars that are necessary for her professional development and for the good of the village, will be authorized by the Village President, and limited only by the employer's budget.

SECTION 11 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Contract or the terms, conditions or termination of Dettling's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Contract shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Contract; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Contract. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to be arbitrated under this section except for claims that the arbitrator will be borne by the Employer and Dettling equally. This arbitration provision shall, with respect to any dispute, claim or controversy arising under or in connection with this Contract, survive the termination or expiration of the Contract.

SECTION 12 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Dettling against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of employment and in the good faith performance of Dettling's duties as Village Manager.

SECTION 13 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Dettling under any law or ordinance.

SECTION 14 OTHER TERMS AND CONDITIONS

The Council, in consultation with Dettling, shall fix any such other terms and conditions of Dettling's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the Village Charter or any law

SECTION 15 REPRESENTATION OF EMPLOYER

Employer represents that it has the legal authority to enter into and be bound by the terms of this Contract.

SECTION 16 SEVERABILITY

Should a court of jurisdiction hold any provision of this Contract unlawful, all other provisions of the Contract shall remain in force for the duration of the Contract

SECTION 17 NOTICES

Notices pursuant to this Contract shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village President	Dettling's Address:
8140 Main St.	7331 Webb Shore Drive
Dexter, MI 48130	Gregory, MI 48137

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

SECTION 18 ENTIRE AGREEMENT

This contract contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Contract cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Contract.

SECTION 19 BINDING NATURE, NON-ASSIGNMENT

This contract shall be binding upon and inure to the benefit of the parties hereto and Ms. Dettling's respective heirs, personal representatives and attorneys-in-fact. This Contract is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Contract to be signed and executed in its behalf by the Village President, the day and year first above written.

Donna Dettling, Village Manager

Date

Jim Seta, Village President

Date